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BEA New Hampshire Department of BUSINESS AND ECONOMIC AFFAIRS

June 16, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity (BEA/OWO) to enter into a **SOLE SOURCE** Memorandum of Understanding (MOU) with the New Hampshire Department of Employment Security (NHES) (VC #302587) for the delivery of performance-related items that must be submitted to the U.S. Department of Labor consistent with the Workforce Innovation and Opportunity Act (WIOA) regulations and for the use of the integrated case management system in the amount of $3,116,244.00 effective upon Governor and Executive Council approval from July 1, 2021 through June 30, 2026. **100% Federal Funds.**

Funds are anticipated to be available in Fiscal Years 2022, 2023, 2024, 2025, and 2026, upon continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-022-022-220510-14530000 - Office of Workforce Opportunity

State FY	Class-Account	Class Title	Amount
2022	085-588527	Interagcy Xfr out of FF	$599,986.00
2023	085-588527	Interagcy Xfr out of FF	$615,783.00
2024	085-588527	Interagcy Xfr out of FF	$624,656.00
2025	085-588527	Interagcy Xfr out of FF	$633,051.00
2026	085-588527	Interagcy Xfr out of FF	$642,768.00
		Total:	**$3,116,244.00**

EXPLANATION

This is a **SOLE SOURCE** MOU as the NHES Economic and Labor Market Information Bureau (ELMI) is the only entity legally authorized to provide Performance Accountability and Customer Information Agency (PACIA) outcome data for WIOA reporting purposes and as such NHES is the designated PACIA for the State of New Hampshire. OWO has contracted with NHES for the last 21 years for labor market and performance information. This MOU allows for the use of the State Wage Interchange System (SWIS) for the provision of performance management and reporting required under WIOA Section 116. States are encouraged to use the SWIS system to maximize the tracking and reporting of WIOA employment based performance measures. The NH Legislature has approved of the use of SWIS.

100 North Main Street, Suite 100
Concord, New Hampshire 03301
603.271.2341
visitnh.gov nheconomy.com choosenh.com

The Job Match & Labor Market System (JMS) under the NHES Employment Services Bureau (ES) is an electronic case management system hosted on hardware owned and administered by NHES and DoIT, but is run on a software platform owned by Geographic Solutions, Inc. (GSI). This MOU also allows for OWO to utilize the case management functionality that NHES has contracted with GSI for the WIOA Title I Adult, Dislocated Worker, and Youth programs as part of one integrated system. The U.S. Department of Labor has encouraged the integration of systems as it is a cost effective approach that will facilitate seamless service delivery coordination with partner agencies and ease of access to information and resources for NH Works customers.

The Attorney General's Office has approved this contract as to form, substance and execution.

Respectfully submitted,

Taylor Caswell, Commissioner
Department of Business and Economic Affairs

Concurred,

George Copadis, Commissioner
New Hampshire Employment Security

Memorandum of Understanding

NH Department of Business and Economic Affairs,
Office of Workforce Opportunity (OWO)
100 North Main Street, Suite 100, Concord , NH 03301
and
New Hampshire Employment Security,
45 South Fruit Street, Concord, NH 03301

Section I. Parties and Purpose

This **SOLE SOURCE** Memorandum of Understanding (MOU) is by and between the New Hampshire Department of Business and Economic Affairs (BEA) and the New Hampshire Department of Employment Security (NHES), for NHES's Economic and Labor Market Information Bureau (ELMI) to supply Performance Accountability and Customer Information Agency (PACIA) services to BEA's Office of Workforce Opportunity (OWO) for workforce information, education, and training, Eligible Training Provider database management, and reporting programs for the State of New Hampshire; and for NHES's Employment Service Bureau to provide an electronic case management system for the management of workforce employment programs through its contractor, Geographic Solutions, Inc.

Job Match and Labor Exchange System (JMS). This MOU includes agreement with NHES' Employment Service Bureau, for provision of use of the existing Job Match and Labor Exchange System (JMS), and an integrated electronic WIOA case management system, by BEA/OWO and its subrecipients for Workforce Innovation and Opportunity Act (WIOA) Title I programs. The OWO will work with the NHES/ELMI PACIA, NHES Employment Service staff, and New Hampshire Department of Information Technology (DoIT) staff in developing procedures to obtain data necessary to produce reports required by the PACIA and the OWO, as well as any reporting requirements of WIOA subrecipients which require the use of individual Unemployment Insurance (UI) wage records to produce aggregate data. Use of the existing case management module within JMS will assist in streamlining services to customers, improving co-enrollment in programs and services to more effectively serve job seekers, provide quicker access to job listings, and reduce the duplication of services. It will also help to satisfy the Federal WIOA requirement for interoperability of workforce program data systems by inclusion in the Workforce Connect platform.

State Wage Interchange System (SWIS). The use of unemployment insurance (UI) wage records for Workforce Innovation and Opportunity Act (WIOA) core program performance and eligible training provider performance reporting purposes, and for certain Labor and Education Department evaluations, is mandatory under WIOA Section 116(e)(4). Exclusive use by each state of only its own state wage records would exclude the workforce experience of individuals who obtain employment in other states. This would yield lower and less accurate measures of program performance. Participation in an interstate wage record interchange system as described in RSA 282-A: 118, V allows the NHES Economic and Labor Market Information Bureau's PACIA to request and use wage records of participants in eligible New Hampshire-based programs who become employed in other states. When combined with New Hampshire wage records maintained by NHES, this facilitates a more complete and accurate appraisal of program success.

The State Wage Interchange System (SWIS) Agreement incorporates all six WIOA core programs and also addresses the reporting requirements of other partners and programs specified in Section 121 of WIOA. NH RSA 282-A:118, V continues to limit the provision and use of New Hampshire UI wage records for program assessment to outcomes in aggregate statistical report form. NHES/ELMI may only provide aggregate statistical reports to entities participating in federal or state supported workforce training programs and only for purposes of assessment and evaluation of programs and federal reporting.

NHES/ELMI shall be the sole ACCESS PACIA for New Hampshire to participate in SWIS. In accordance with New Hampshire RSA 282-A:118, V, NHES/ELMI shall be authorized to execute the SWIS participation agreement as promulgated by the United States Department of Labor. Each eligible entity in New Hampshire that requires UI wage records for assessment and reporting of program outcomes shall enter into an agreement with the NHES/ELMI ACCESS PACIA. Each agreement will include reference to the legislation or program directives that require the outcomes assessment, the report data required, the timeline for exchange of data, the protocol for the secure transfer of participant information to match with wage records, the schedule for the return of aggregate measures to the entity, and other specific guidance concerning the reporting, use, retention, and confidentiality of data.

While NHES remains a signatory to the State Wage Interchange System (SWIS) data sharing agreement, the OWO may be responsible for any and all fees assessed by the U.S. Department of Labor, or its designee, for the processing of state wage interchange system queries for the purpose of performing program assessment under this contract. If a state wage data sharing fee structure should be established, the OWO and NHES agree to mutually evaluate the costs and decide on the cost effectiveness of continued state wage interchange system participation. Should both parties agree that the fees are reasonable then an MOU will be executed for payment of these fees.

The work of NHES/ELMI will be guided by the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, 29 U.S.C. 3101, and/or its successor legislation, the WIOA Regulations, applicable DOL/ETA TEGLs, and their attachments and changes, the Laws and Regulations of the State of New Hampshire, and any other Federal or State Laws, directives, or guidelines appropriate to the Performance Accountability and Customer Information Agency (PACIA) role.

Funding to support this MOU is through the US Department of Labor, Workforce Innovation and Opportunity Act (WIOA) state formula funding allocated under CFDA's: 17.258, 27.259 and 17.278. Nothing contained in this agreement shall be deemed to constitute a waiver of sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.

Section II. Special Provisions

US DOL requires certain provisions be included in all federally funded agreements in excess of $10,000. In performing the work contemplated by this MOU, both parties shall comply with the provisions of the following laws to the extent they are applicable:

a. WIOA is incorporated herein as if fully written.

b. The WIOA Final Rule is incorporated herein as if fully written.

c. Federal Standards and Uniform Administrative Requirements for State and Local Governments, Institutions of Higher Education and Other Non-Profit Organizations and OMB Uniform Guidance in effect January, 2015, and as amended, are incorporated herein as if fully written.

d. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

e. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

f. **Certification Regarding Debarment and Suspension:** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

    1) The Contractor/Subrecipient shall certify by signature to this agreement that to the best of their knowledge, neither the Contractor/Subrecipient nor any of its principals:

        i. are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency;
        ii. have within a five-year period preceding this agreement been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (ii) of this certification; and

iv. have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause.

g. **Equal Employment Opportunity:** As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor/Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1) Section 188 of the Workforce Innovation and Opportunity Act (WIOA) prohibits discrimination against all individuals in the United States. It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I–financially assisted program or activity.

   The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I–financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

   Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4) The Americans with Disabilities Act of 1990, as amended, which prohibits discrimination against qualified individuals with disabilities;

5) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

6) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;

7) Compliance with 29 CFR part 38 and all other regulations implementing the laws listed above.

8) The Contractor/Subrecipient shall agree by signature to this agreement to comply with the requirement to include equal opportunity clause outlined below. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

h. **Veterans' Priority Provisions:** The Contractor/Subrecipient agrees to comply with the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by the Final Rule published on December 19, 2008 at 73 Fed. Reg. 78132. The JVA provides priority of service to veterans and spouses of eligible veterans for the receipt of employment, training, and placement services. Priority of service for veterans is a condition of receipt of US DOL funds.

i. **Buy American Notice Requirement:** To the greatest extent practicable, and the extent to which purchases are allowable in this Agreement, the Contractor/Subrecipient agrees to purchase American made equipment and products. (See WIOA Section 505-Buy American Requirements).

j. **Compliance with the Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended: Contracts and sub-grants of amounts in excess of $150.000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

k. **Compliance with Procurement of recovered materials:** The Subrecipient shall certify by signature to this agreement that they shall comply with Solid Waste Disposal Act to the extent that such provisions may apply to this agreement. See §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section. 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified

l. **Salary and Bonus Limitations:**

1) No funds available under this Agreement may be used by a recipient or Contractor/Subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of the annual rate of basic pay prescribed for level II of the Executive Schedule under 5 U.S.C. 5313, which can

be found at https://www.opm.gov/.

2) In instances where funds awarded under this agreement pay only a portion of the salary or bonus, funds may only be charged for the share of the employee's salary or bonus attributable to the work performed as described in the scope of work. That portion cannot exceed the proportional Executive level II rate. The restriction applies to the sum of salaries and bonuses charged as either direct costs or indirect costs under this agreement.

3) The limitation described in paragraph (1) of this section will not apply to contractors (as defined in 2 CFR 200.23) providing goods and services.

4) When an individual is working for the same recipient or Contractor/Subrecipient in multiple offices that are funded by Title I of WIOA or the Wagner-Peyser Act, the recipient or subrecipient must ensure that the sum of the individual's salary and bonus does not exceed the prescribed limit in paragraph (1) of this section.

m. **Intellectual Property Rights:** The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a sub-grant or contract under the grant or sub-grant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

n. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of "funding agreement" under 37 CFR §401-2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

o. **Requirement to Provide Certain Information in Public Communications "Stevens Amendment"** (Public Law 116-94, Division A, Title V, Section 505): Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1) The percentage of the total costs of the program or project which will be financed with Federal money;
2) The dollar amount of Federal funds for the project or program; and
3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

p. **Davis-Bacon Act, as amended** (40 U.S.C. 3141-3148): The Subrecipient shall certify by signature to this agreement that they are familiar with the Davis-Bacon Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors/subrecipients must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors/subrecipients must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub award must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts or sub awards must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

q. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708): The Subrecipient

shall certify by signature to this agreement that they are familiar with the Contract Work Hours and Safety Standards Act and shall comply with the provisions of this act to the extent it is or becomes applicable to this agreement. Where applicable, all contracts and sub awards awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor/Subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

r. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors/Subrecipients that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

s. **Prohibition on certain telecommunications and video surveillance services or equipment:** The Contractor/Subrecipient agrees to comply with Public Law 115-232, section 889 regarding the prohibition on certain telecommunications and video surveillance services or equipment and agrees to not use any covered equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (See 2 CFR § 200.216).

Section III. Scope of Function and Responsibilities – New Hampshire Employment Security, Economic and Labor Market Information Bureau

1. Performance Accountability

NHES/ELMI will generate the performance-related items that must be submitted to the U.S. Department of Labor, Employment and Training Administration (DOL/ETA) as part of the WIOA Quarterly Reports and the WIOA Annual Report. These performance-related items require the integration of the Participant Individual Record Layout (PIRL) from the Job Match System case-management module with New Hampshire UI wage records; UI wage records from other states, as available; and program cost data acquired from the Office of Workforce Opportunity and WIOA Certified Training Providers.

Upon request, NHES/ELMI will produce requested drafts of the WIOA Quarterly and/or Annual Reports required by DOL/ETA and present them to the Office of Workforce Opportunity or an Office of Workforce Opportunity subcommittee for review and approval prior to submission. Upon approval and signoff by the Office of Workforce Opportunity, NHES/ELMI will submit the requested records to DOL/ETA as required by WIOA and DOL/ETA, consistent with the State of New Hampshire Laws and Regulations.

1.1 **Customer Transaction Data**

1.1.1. NHES/ELMI will acquire the appropriate UI wage record data from NHES UI Wage Record Files and from other states if available, to populate the wage record fields of the PIRL.

1.1.2. NHES/ELMI will maintain a history of the WIOA PIRL for participants.

1.1.3. NHES/ELMI will process the required quarterly and annual DOL/ETA reports.

1.1.4. NHES/ELMI will also prepare reports requested by partner agencies for aggregate wage data on their program participants, as specified under separate agreement with said agencies. Partner agencies include, but are not limited to, the Bureau of Vocational Rehabilitation, New Hampshire Department of Education, and the Bureau of Adult Education, New Hampshire Department of Education.

1.1.5. Exchange of UI wage records with other states

1.1.5.1. ELMI will participate in exchanges of UI wage records with other states.

1.1.5.2. As a signatory to the State Wage Interchange System, currently known as SWIS, ELMI will be responsible for:

(1). Submitting SSNs of participants to the state wage interchange system for matching;

(2). Adding wage information for exiters who show UI Wage Record data in other states; and

(3). Advising the NH Department of Information Technology (DoIT) staff assigned to NHES who are responsible for submitting data to the State Wage Interchange System (SWIS) on behalf of the NHES Unemployment Compensation Bureau.

1.1.6. ELMI will acquire, as authorized, wage record data from federal employment sources, if such data sharing is permissible under agreement.

1.1.6.1. Upon approval, ELMI will become a participant in the Federal Employment Data Exchange System (FEDES), or its successor.

1.1.6.2. As a signatory to the FEDES, or its successor, ELMI will be responsible for:

(1). Submitting SSNs of participants to the FEDES for matching;

(2). Adding wage information for exiters who show wage record data in federal employment available through FEDES.

1.1.7. The NHES Employment Service Bureau will ensure that NHES Economic and Labor Market Information Bureau will be provided appropriate data to aggregate individual records into groups for evaluation. These groups will include the following:

(1). Youth

(2). Adult Workers

(3). Dislocated Workers

(4). Twelve NH Works Job and Information Centers

(5). National Emergency or Demonstration Grant participants

(6). Others as required by the Office of Workforce Opportunity

1.2 **Quarterly DOL/ETA Summary Reports**

NHES/ELMI will, each quarter:

1.2.1. Process and prepare, from the PIRL records downloaded from the NHES case management system, the Quarterly Summary Report, as required by WIOA regulations, and DOL/ETA requirements and guidance consistent with New Hampshire and Federal Statutes and Regulations, to gauge New Hampshire WIOA Program performance against the Office of Workforce Opportunity DOL/ETA negotiated target levels for core indicators.

1.2.2. As required, and in coordination between the NHES Economic and Labor Market Information Bureau and the NHES Employment Service Bureau, upload the PIRL to ETA's online Workforce Integrated Performance System (WIPS) to generate edit checks and reconcile data issues identified.

1.2.3. Submit and present preliminary Quarterly Summary Reports to the OWO, within a timeframe agreed upon between NHES/ELMI and the OWO, which will allow sufficient time for any necessary action prior to submittal to DOL/ETA.

1.2.4. Work with OWO staff and WIOA Partners to explain the results and to reconcile any perceived discrepancies.

1.2.5. Upon review and approval of the Quarterly Summary Reports by the OWO, submit the Quarterly Report using the DOL/ETA online Workforce Integrated Performance System (WIPS) on or before the due date established by DOL/ETA.

1.2.5.1. When called for, NHES/ELMI will submit subsequent edits and revisions as directed by the OWO.

1.2.6. NHES/ELMI will satisfy the report requirements of Section 1.3 according to the following schedule of deliverables:

Draft Report to the Office of Workforce Opportunity no later than:	PACIA transmission to DOL/ETA no later than:
August 9, 2021	August 16, 2021
November 8, 2021	November 15, 2021
February 7, 2022	February 14, 2022
May 9, 2022	May 16, 2022
August 8, 2022	August 15, 2022
November 7, 2022	November 14, 2022
February 7, 2023	February 14, 2023
May 8, 2023	May 15, 2023
August 8, 2023	August 15, 2023
November 7, 2023	November 14 , 2023
February 7, 2024	February 14, 2024
May 7, 2024	May 14, 2024
August 7, 2024	August 14, 2024
November 7, 2024	November 14, 2024
February 7, 2025	February 14, 2025
May 7, 2025	May 14, 2025
August 7, 2025	August 14, 2025
November 7, 2025	November 14, 2025
February 9, 2026	February 16, 2026
May 7, 2026	May 14, 2026

1.3 **Quarterly PIRL Records Transmission**

1.3.1. Consistent with New Hampshire and Federal Statutes and Regulations, submit records for all WIOA participants quarterly from July 1, 2016 to date, as required by WIOA regulations, and DOL/ETA requirements and guidance.

1.3.2. As needed, upload PIRL data to DOL/ETA's online WIPS to generate edit checks and reconcile data issues identified and reconcile data issues identified.

1.3.3. As needed, resolve issues raised by DOL/ETA analysis of edit check and/or data validation results.

1.4 **Annual Report**

1.4.1. NHES/ELMI will produce the summary and detailed Data Tables required for the Annual Report.

1.4.2. Upload PIRL data to DOL/ETA's online WIPS to generate edit checks and reconcile data issues identified and reconcile data issues identified.

1.4.3. NHES/ELMI will work with the Office of Workforce Opportunity to develop the format and content of the Annual Report based on WIOA regulations, and DOL/ETA requirements and guidance.

1.5 **Statewide Summary Reports**

1.5.1. NHES/ELMI will prepare Statewide Summary Reports, including data for core partner participants, providing there are separate agreements between NHES/ELMI and each partner agency, if applicable, as well as other reports as required by WIOA regulations,

and DOL/ETA requirements and guidance for submittal to DOL/ETA, the State Workforce Innovation Board (SWIB), and the Office of Workforce Opportunity.

1.6 **Additional Program Evaluation and Special Customized Data Requests**
NHES/ELMI will produce reports requested by the OWO, to meet local New Hampshire needs. WIOA partners shall be directed to make their request for reports covered under this agreement through the OWO. NHES/ELMI will participate with and advise in the design of such reports. Reports listed in this section represent examples of the types of reports NHES/ELMI may produce, but such reports will only be prepared at the request of the OWO.

1.6.1. Perform additional program evaluation tasks involving PIRL-like data and UI Wage Record Data as staffing, time, and resources of the NHES/ELMI PACIA permit.
1.6.2. Produce reports using software to assist in the analysis of characteristics and outcomes of customer populations. Evaluate how customer characteristics and outcomes change over time and from region to region, and what factors may explain performance differences.
1.6.3. Analyze WIOA participant data based on a variety of characteristics to help define how differences in the customer population served over time or from local area to local area may affect performance.
1.6.4. Advise and assist the OWO designated committee(s) as appropriate and as requested.
1.6.5. NHES/ELMI will process ad hoc reports containing individual or aggregate non-wage record data as requested by the OWO, the SWIB, and any designated subcommittee(s).

2. Customer Information

As the state Employment Statistics Agency, NHES/ELMI will provide Employment Statistics and Labor Market Information (LMI) for use by customers of the NH WORKS Job and Information Centers, the Office of Workforce Opportunity and related subcommittees, and the Partners of the NH WORKS MOU.

2.1 **Employment Statistics and Labor Market Information Help**
2.1.1. NHES/ELMI will advise the OWO, related subcommittees, and NH Works MOU Partners in the uses of employment statistics and labor market information.
2.1.2. NHES/ELMI will interpret economic trends and anticipate how these may impact customer outcomes, WIOA core performance indicators, and affect the OWO's ability to foster and accomplish continuous improvement.
2.1.3. NHES/ELMI will advise on uses of employment projections, industrial staffing patterns, and Occupational Employment and Wage Statistics survey data in the Training Provider Certification process (for determination of initial and subsequent eligibility).
2.1.4. NHES/ELMI will provide training and technical support for NH WORKS Job and Information Center staff and for MOU partners in the uses of LMI and the Eligible Training Provider (ETP) online application and database *NH Works Source for Consumer Information on Training and Education* (NSCITE).
2.1.5. Present technical information and training as part of the OWO continuous improvement training process upon request of the OWO or other partners.

2.2 **Local Employment Dynamics**

2.2.1. NHES/ELMI will prepare special reports requested by the OWO covering employment, job creation, turnover, and earnings by industry, age, and sex using data accessible via the U.S. Census Bureau's Local Employment Dynamics (LED) program, of which New Hampshire is a participating State.

2.3 **Occupations in Demand**

As a requirement of the U.S. Department of Labor, Employment and Training Administration's Workforce Information Grant to States (WIGS), NHES/ELMI prepares statewide long-term employment projections for industries and occupations. At present, estimates are prepared biennially for a ten-year time span from the base period year to the projected period year. All projections estimates utilize the methodology, software, and guidelines specified by the state-led Projections Managing Partnership.

In addition, as the New Hampshire State Employment Statistics Agency, and signatory to the U.S. Department of Labor, Bureau of Labor Statistics Cooperative Agreement, NHES/ELMI is responsible for production of occupational employment and wage estimates via the Occupational Employment and Wage Statistics (OEWS) survey program. This program is responsible for preparation of employment estimates by occupation, hourly and annual wage estimates by occupation, and occupational staffing patterns by industry. All estimates of occupational employment and wages utilize the methodology, software, and guidelines specified by the U.S. Department of Labor, Bureau of Labor Statistics Cooperative Agreement.

2.3.1. NHES/ELMI will prepare Occupations in Demand information based on guidelines provided by the OWO. The report will include employment projections, staffing patterns, and Occupational Employment and Wage Statistics (OEWS) Survey data. These data will be used by the OWO and related subcommittees in determining initial and subsequent eligibility of training providers (certifying and recertifying).

2.3.2. Occupations in Demand are identified by minimum thresholds of estimated annual job openings and median hourly wages (or annual salary for occupations that do not garner hourly wages), which will be defined by the OWO. NHES/ELMI will update projected employment data and wage data biennially, concurrent with each release of statewide long-term employment projections.

2.3.3. Information on Occupations in Demand, as approved by the OWO, will be maintained within the NSCITE system.

2.4 **Customer Choice Information**

2.4.1. The NSCITE consumer report card system will provide customer access to Education and Training Information. NHES/ELMI will work with the Eligible Training Provider (ETP) Coordinator to acquire training provider data and publish training provider consumer choice information for WIOA programs and providers in the consumer report card system.

2.4.2. NHES/ELMI will calculate WIOA program completer information for WIOA Certified Training Programs. Program information from the Certified Training Providers will be acquired to calculate the following:

(1). Completion/graduation rate in WIOA-approved programs.

(2). Entry rate into unsubsidized employment for WIOA-approved programs

(3). Wage measures of completers in WIOA-approved programs

(4). Total number of program exiters who obtained a recognized post-secondary credential during participation year or within one year of exit

2.4.3. Report completer information to the Office of Workforce Opportunity and related subcommittees for the purposes of certification of training providers and programs.

2.5 **Consumer Report Card System**

2.5.1. ELMI will operate NSCITE, the New Hampshire consumer report card system.

2.5.2. ELMI will extract participant SSNs from NSCITE and match them with UI wage records to calculate and populate aggregate entered employment measures and wage measures for program screens.

2.5.3. ELMI will extract performance information from NSCITE to assist the ETP Coordinator in evaluating ETP programs and providers.

2.5.4. ELMI will work with the Office of Workforce Opportunity and related subcommittees to promote NSCITE.

2.5.5. NSCITE Maintenance and Enhancements

2.5.5.1. ELMI will arrange with the NSCITE contractor for maintenance of the system subject to funding by the Office of Workforce Opportunity under this agreement. Funding of the system maintenance cost will be shared with the Office of Workforce Opportunity providing 90% funding and NHES providing 10% funding.

2.5.5.2. ELMI will seek input from the Office of Workforce Opportunity, the WIOA Partners, and the education and training provider community during the operation of NSCITE to develop enhancements that will improve the system. Any additional cost of these enhancements and any costs associated with contracting and negotiating them will be funded, if funding is available, by the Office of Workforce Opportunity under an agreement separate from this agreement or under an amendment to this agreement.

3. Online Job Postings Data

The OWO agrees to fund one-half of a subscription fee for NHES/ELMI to access an Internet-based computer application that enables retrieval and evaluation of online job postings data. NHES/ELMI will use the information to provide regular summaries of job postings by occupational group, to help identify employers with the largest numbers of online job postings, and to produce special occupational information reports and analysis.

4. Protection of Confidentiality

In exchange for the information provided herein, NHES/ELMI shall:

4.1 Restrict access to the data to only those authorized employees and officials who need it to perform their duties in connection with the intended uses;

4.2 Store data in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use;

4.3 Process and store the data under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the data and in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal, or any

other means;

4.4 Not provide nor disclose to any individual or organization or duplicate any information received pursuant to this Agreement except if such information;

4.4.1. was known to NHES/ELMI prior to such disclosure as evidenced by its written records; or

4.4.2. is disclosed to NHES/ELMI by a third party who has rightfully obtained such information without restriction on its use; or

4.4.3. is or becomes known to the public without any breach of this Agreement by NHES/ELMI; or

4.4.4. is required to be disclosed pursuant to any judicial or governmental request, requirement or order, provided that reasonable notice of such requirement is provided to OWO so that it has an opportunity to seek legal protection of the information;

4.5 Use its best efforts to advise all personnel who will have access to the data of its confidential nature, the safeguards required to protect it and that Federal and State laws provide for civil and criminal sanctions for improper disclosure;

4.6 Permit, during normal business hours, authorized OWO employees to make on-site inspections of NHES/ELMI facilities to ensure that adequate safeguards are being maintained and the requirement of this Agreement are being met;

4.7 Upon request of OWO, NHES/ELMI will within thirty (30) days of the effective date of this Agreement and before any information is obtained provide to OWO a statement that it has used its best efforts to ensure that all personnel having access to information provided by NH Department of Corrections have been advised of the confidentiality requirements of this Agreement;

4.8 As specified in New Hampshire Employment Security Directive 130-8, *Records Management – Confidential Records*, require each authorized employee to sign a New Hampshire Department of Employment Security *Confidential Nature of Department Records* acknowledgement form, which ensures compliance with the confidentiality provisions herein as Exhibit A;

4.9 Report to OWO promptly and fully, any suspected or actual violation of the confidentiality requirements of this Agreement.

4.10 Retain the identifiable UC/wage data received in connection with this agreement only for the period of time required for any processing related to WIOA requirements and the period of time such records are subject to federal audit requirements. Records no longer subject to federal audit requirements will be purged in accordance with Federal Records Retention guidelines.

Section IV. Scope of Function and Responsibilities – New Hampshire Employment Security, Employment Service Bureau

1. Case Management System

The NHES Employment Service Bureau will provide continued use of the existing electronic case management module within the Job Match & Labor Exchange System (JMS) to BEA, through their contract with Geographic Solutions, Inc. (GSI), or subsequent contractor, for WIOA programs administered by BEA/OWO. The NHES Employment Service Bureau will provide services including:

1.1 Delivery of a WIOA case management program as incorporated with the NHES Job Match System.
1.2 Delivery of the standard individual fund tracking module for WIOA programs.
1.3 Delivery of the document management system for WIOA programs.
1.4 Delivery of the document imaging system for WIOA programs.
1.5 Delivery of on-site and/or virtual training for BEA staff and any subrecipients.
  1.5.1 Training will include a minimum of 15 training days per program year by GSI personnel, or subsequent contractor, as requested by OWO.
1.6 System change requests will be processed as requested and justified by OWO for necessary fixes and improvements for WIOA case management.

2. Extraction of Data Required for Reporting Purposes

2.1 NHES/ES will coordinate with the NHES/ELMI PACIA and New Hampshire Department of Information Technology (DoIT) staff in developing procedures to extract from the case management system the data necessary to produce reports required by the PACIA and the OWO, as well as any reporting requirements of WIOA subrecipients which require the use of individual Unemployment Insurance (UI) wage records to produce aggregate data.
2.2 Data extracted will meet the specifications of the Participant Individual Record Layout (PIRL) as required by WIOA and DOL/ETA.
2.3 NHES/ES will ensure that the NHES Economic and Labor Market Information Bureau is provided appropriate data to aggregate individual records into groups for evaluation, as referenced in 1.1.7 above. These groups will include the following:
  2.3.1 Youth
  2.3.2 Adult Workers
  2.3.3 Dislocated Workers
  2.3.4 Twelve NH Works Job and Information Centers
  2.3.5 National Emergency or Demonstration Grant participants
  2.3.6 Others as required by the Office of Workforce Opportunity

Section V. Pricing / Payments

The NHES Economic and Labor Market Information Bureau agrees to provide the OWO with the services indicated in Section III of this agreement; and the NHES Employment Service Bureau agrees to provide the OWO with the services indicated in Section IV of this agreement, within the limitations of this agreement as shown below.

This MOU will be for a term beginning July 1, 2021 and terminating on June 30, 2026 for a period of five (5) years. The parties agree to commence negotiations with respect to renewal of this Agreement on or about March 15, 2026. This Agreement may be extended on a month-to-month basis commencing July 1, 2026, upon the mutual written consent of both parties.

Services to be provided are based on estimated costs associated with the services. Should the approved funding be insufficient to cover the actual costs associated with the services, both parties can amend the agreement to provide sufficient funding or NHES shall cease to provide the services beyond the period of available funding.

The conditions and responsibilities outlined in this agreement are further subject to the availability of resources. Any party may, after thirty (30) days written notification, suspend this agreement if funds become unavailable to carry out this agreement or if NHES is no longer willing or able to carry out the agreement. Upon termination, all allowable expenses incurred and paid by New Hampshire Employment Security prior to the termination date will be reimbursed.

Funds are anticipated to be available in Fiscal Years 2022, 2023, 2024, 2025, and 2026, contingent upon availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified. **100% Federal Funds.**

	PACIA	JMS	TOTAL
FY 2022 expenses estimated at:	$345,784.00	$254,202.00	$599,986.00
FY 2023 expenses estimated at:	$353,955.00	$261,828.00	$615,783.00
FY 2024 expenses estimated at:	$362,828.00	$261,828.00	$624,656.00
FY 2025 expenses estimated at:	$363,368.00	$269,683.00	$633,051.00
FY 2026 expenses estimated at:	$373,085.00	$269,683.00	$642,768.00
Total agreement not to exceed:	$1,799,020.00	$1,317,224.00	$3,116,244.00

**JMS amounts for FYs 2025 & 2026 are estimated and subject to agreement with provider.*

Funding is contingent upon adequate WIOA State Formula allocations to support the continuation of this contract. Funding is provided by the U.S. Department of Labor, Employment and Training Administration under the following provisions:

Funding Source	Program	CFDA#
WIOA Title I, Formula	Adult	17.258
WIOA Title I, Formula	Dislocated Worker	17.278
WIOA Title I, Formula	Youth	17.259
WIOA	National Emergency/Demonstration Grants, as applicable	Varies

All financial documentation, including invoices submitted to OWO will display the contract number and the CFDA's: 17.258, 27.259 and 17.278. These CFDA numbers will be provided to internal auditors as well as subrecipients. Any National Emergency or Demonstration grants that should be awarded to OWO that utilize PACIA and Case Management Services will be tracked accordingly by OWO for cost allocation purposes. Upon presentation to and acceptance by OWO of any invoice for such services and related expenses, which shall be billed monthly, the amount of the invoice shall be immediately due and payable to NHES.

Invoices shall be sent to:

BEA - Office of Workforce Opportunity
Fiscal Administrator
Attn: Laura LeCain
100 N Main Street, Suite 100
Concord, NH 03301

Payment shall be made to:

NHES – Fiscal Management Section
Attn: Jill Revels
45 South Fruit Street
Concord, NH 03301

Section VI. Other Provisions

1. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed to have been received by a party when actually received in the case of hand delivery, or two (2) days after mailing by a nationally recognized overnight carrier, to each party at the addresses shown below.

If to NH Employment Security, Economic and Labor Market Information Bureau, then to:	Brian Gottlob, Director Economic and Labor Market Information Bureau NH Employment Security 45 South Fruit Street Concord, NH 03301
If to NH Employment Security, Employment Service Bureau, then to:	Sarah Morrissey, Director Employment Service Bureau NH Employment Security 45 South Fruit Street Concord, NH 03301
If to the Office of Workforce Opportunity, then to:	Joseph Doiron, Director Office of Workforce Opportunity Business and Economic Affairs 100 N Main Street, Suite 100 Concord, NH 03301

2. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

4. NHES carries insurance for some aspects of its operations and may self-insure and/or at its option purchase any additional insurance it considers appropriate. Nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State, its agencies and officials.

5. In the event of an early termination of this Agreement for any reason other than the completion of the Services, NHES shall deliver to the OWO, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by the OWO within ten (10) business days.

6. In connection with the performance of the Services, the OWO shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the OWO, including, but not limited to civil rights and equal opportunity laws.

7. Both Agencies, through their respective Commissioners, will attempt to resolve any disputes, and if they cannot the dispute shall be submitted to the Attorney General and the Attorney General's

decision shall be final.

8. Events of Default:
   8.1 Any one or more of the following acts or omissions of the OWO or NHES shall constitute an event of default hereunder ("Events of Default"):
      8.1.1 failure to pay timely; or
      8.1.2 failure to submit any report required hereunder; or
      8.1.3 failure to perform any other covenant or condition of this Agreement.
   8.2 Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:
      8.2.1 give the defaulting party written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving notice of termination; and
      8.2.2 give the defaulting party written notice specifying the Event of Default and suspend all services under this Agreement until such time as the Event of Default has been cured; and
      8.2.3 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. Data:
   9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
   9.2 On and after the Effective Date, all data, and any property which has been received from either party or purchased with funds provided for that purpose under this Agreement, shall be the property of that party, and shall be returned to that party upon demand or upon termination of this Agreement for any reason.
   9.3 Confidentiality of data shall be governed by RSA 91-A:6, RSA 282-A:118 - 123, the State Wage Interchange System (SWIS) as authorized under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, Section 116 et seq. and any other applicable law. Disclosure pursuant to a right to know request shall require prior written notice to NHES to allow NHES the opportunity to protect the requested information as appropriate.

10. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

11. To facilitate the performance of this Agreement, the following positions are designated as liaisons between NHES and OWO:

For NHES/ELMI:	Brian Gottlob, Director Economic and Labor Market Information Bureau

NH Employment Security
45 South Fruit Street
Concord, NH 03301

For NHES/ES:

Sarah Morrissey, Director
Employment Service Bureau
NH Employment Security
45 South Fruit Street
Concord, NH 03301

For OWO:

Joseph Doiron, Director
Office of Workforce Opportunity
Department of Business and Economic Affairs
100 N Main Street, Suite 100
Concord, NH 03301

12. Neither party shall be liable for delays caused by fire, accident. labor dispute, war, insurrection, riot, act of government, act of God, or any other cause reasonably beyond its control; but each party shall use all reasonable efforts to minimize the extent of any such delay.

13. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld, provided that NHES may assign its rights to receive monies due and becoming due.

14. Neither party shall be deemed to have waived any right hereunder unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any right hereunder shall constitute a waiver of any right on any other occasion.

15. The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term or condition.

16. This Agreement shall be construed in accordance with the laws of the State of New Hampshire and is binding upon and inures to the benefits of the parties and their respective successors and assigns.

17. Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions hereof. The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement, which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.

18. The General Provisions of this Agreement as written constitute the entire agreement between BEA and NHES, and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties hereto have signed their names on this 16 day of June, 2021.

New Hampshire Employment Security

6/16/21

George N. Copadis — Date
NHES Commissioner

New Hampshire Department of Business and Economic Affairs

6/16/2021

Taylor Caswell — Date
BEA Commissioner

06/16/2021

Witness — Date

6/16/2021

Witness — Date

Approved by the Attorney General (Form, Substance and Execution)

By: _____ Date: 06/17/2021

EXHIBIT A

For: NHES Vendors

State of New Hampshire
New Hampshire Employment Security

CONFIDENTIAL NATURE OF DEPARTMENT RECORDS

New Hampshire Employment Security's enabling law (RSA-282-A) provides for the confidentiality of its records for the protection of claimants and employers served by the agency as follows:

> 282-A:118 - Reports or Statement; Confidentiality....Information....obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity (except as otherwise provided by law).
>
> 282-A:121 - Penalty. "Any employee of the Department of Employment Security, member of an Appeal Tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor."

All information which comes into your possession or knowledge in the course of your work for the Department, which in any manner does or could reveal the identity of an employing unit or claimant or any person upon whom the Law bears, is completely confidential subject to the few exceptions provided in the statute.

Giving any information learned in your work about employers, claimants, job seekers, etcetera, to anyone is prohibited. You cannot access or use any information regarding employees who become claimants or employers who are defending claims at NHES. You cannot even acknowledge that any particular employer is subject to the Law.

It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information you are prohibited from doing so. All requests for information, even a Department employee's request for information unless you know that his or her job involves such, should be referred to your Department contact.

I certify that on _____, I read the above and understand that violation is sufficient cause for immediate cancellation of the contract, or agreement. I also understand that violation of Section 118 as stated above may cause me to be prosecuted criminally as provided in Section 121.

_____ _____

Printed Name Signature