



May 11, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301**REQUESTED ACTION**

Authorize the Department of Business and Economic Affairs, Office of Workforce Opportunity to enter into **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 an amount not to exceed \$531,419.94 effective upon Governor and Executive Council approval from July 1, 2026 through June 30, 2027. **100% Federal Funds.**

Funds are anticipated to be available in account, Office of Workforce Opportunity, as follows:

	<u>FY 2027</u>
03-22-022-220510-14530000-085-588527-Inter-Agency Transfers Out of Federal Funds	\$531,419.94

EXPLANATION

This is a sole source MOU because 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 serves as the designated PACIA for the State of New Hampshire. OWO has maintained a contractual relationship with NHES for labor market and performance information services for the past 26 years. This MOU authorizes continued use of the State Wage Interchange System (SWIS) to support performance management and reporting requirements under WIOA Section 116. States are encouraged to utilize SWIS to maximize the tracking and reporting of employment-based WIOA performance outcomes. The New Hampshire Legislature has previously approved the use of SWIS.

This agreement is structured as a one-year contract in recognition of potential changes at the federal level that could impact program requirements, funding, or the scope of services provided under WIOA. Limiting the term to one year allows both OWO and NHES sufficient time and flexibility to assess, plan for, and implement any necessary operational or contractual changes resulting from future federal actions. Furthermore, a one-year contract allows OWO and NHES to align with the two-year state budget cycle.

In addition, the Job Match & Labor Market System (JMS), administered under the NHES Employment Services Bureau, is an electronic case management system hosted on hardware owned and managed by NHES and DoIT, and operated on a software platform provided by Geographic Solutions, Inc. (GSI). This MOU also allows OWO to continue utilizing the case management functionality NHES has contracted through GSI for the WIOA Title I Adult, Dislocated Worker, and Youth programs as part of an integrated workforce system. The U.S. Department of Labor has encouraged system integration as a cost-effective strategy that supports seamless service delivery coordination among partner agencies and improves customer access to information and resources through NH Works.

Justification

The Department of Business and Economic Affairs (BEA) respectfully submits this request as the State is required under the Workforce Innovation and Opportunity Act (WIOA) to track, report, and evaluate participant outcomes across federally funded workforce programs. To meet these obligations, OWO must have access to a designated Performance Accountability and Customer Information Agency (PACIA) that is legally authorized to obtain and analyze wage record and employment outcome data. PACIA services are essential to ensure accurate performance reporting, compliance with federal accountability requirements, and the State's ability to measure program effectiveness and participant success. Without PACIA functions, New Hampshire would be unable to reliably report required outcomes such as employment, earnings, credential attainment, and measurable skill gains.

Likewise, a centralized case management system is necessary to administer WIOA Title I Adult, Dislocated Worker, and Youth programs efficiently and consistently across the State's workforce network. The system supports participant eligibility determinations, enrollment, service tracking, case notes, performance documentation, fiscal oversight, and required federal reporting. It also allows partner agencies to coordinate services through an integrated platform, reducing duplication, improving customer experience, and ensuring staff have timely access to accurate participant information. Without a functional case management system, program administration would be fragmented, less efficient, and at greater risk of compliance or data integrity issues.

The vendor and NHES maintain appropriate administrative, technical, and physical safeguards to protect all confidential and sensitive information accessed, stored, transmitted, or processed under this agreement. These measures are designed to prevent unauthorized access, disclosure, alteration, or loss of data and to ensure compliance with all applicable federal and state privacy, security, and records protection requirements. Both parties are expected to continuously monitor and maintain security controls to preserve the integrity and confidentiality of all information.

Background

Under the Workforce Innovation and Opportunity Act (WIOA), USDOL allocates annual formula funds to each state for the Adult, Dislocated Worker, and Youth programs. These allocations are based on a formula that considers factors such as unemployment levels, poverty rates, and the size of the labor force.

As a single-state workforce board under the State Workforce Innovation Board (SWIB), BEA does not sub-allocate funds to local workforce boards. Instead, the state directly manages and oversees the delivery of WIOA-funded services. This centralized structure allows for coordinated planning, program oversight, and resource deployment statewide. Each WIOA program year (PY) allocation comes with a three-year period of availability. This request falls within the three-year period of availability with these funds.

Program Funding and Oversight

The USDOL awards approximately \$7,000,000 WIOA funds to BEA/OWO annually, which serves as the state grant recipient. The State of New Hampshire received approximately \$24,000,000 in WIOA funds across multiple state agencies including BEA. WIOA Programs are overseen by the SWIB, in accordance with federal regulations. The SWIB, whose members are appointed by the Governor, ensures proper use of WIOA federal funds. Additionally, SWIB provides strategic oversight for the workforce system.

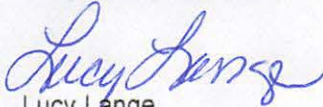
Procurement Process

NHES replaced its outdated Job Match System in 2009 through competitive procurement, selecting Geographic Solutions' Job Match System (JMS), which is used by at least thirty (30) other states. In 2024, a three-year sole source contract with Geographic Solutions—running through June 30, 2027—was approved by Governor and Council. While NHES plans to pursue competitive procurement in the future as the vendor landscape expands, it determined a sole source contract in 2024 was appropriate at that time due to users' long familiarity with the system, the expectation of stronger competition in the coming years, and minimal cost increases. Overall, NHES continues to view JMS as the best value solution.

The Attorney General's office has reviewed and approved this document as to form, substance and execution.

In the event Federal Funds are no longer available, General Funds will not be requested to support this program,

Respectfully submitted,



Lucy Lange
Commissioner



Richard Lavers
Commissioner

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' 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 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. All parties acknowledge and agree, for ease, this MOU will reference NHES instead of the individual units within that will be assigned the duties of this MOU.

Job Match and Labor Exchange System (JMS). This MOU includes agreement with NHES 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 staff, and New Hampshire Department of Information Technology (DoIT) staff in developing procedures to obtain data necessary to produce reports required by NHES 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 assists in streamlining services to customers, improving co-enrollment in programs to more effectively serve job seekers, provide quicker access to job listings, and reduce the duplication of services. It also helps 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 Department evaluations, is mandatory under WIOA Section 116(e)(4). Participation in an interstate wage record interchange system as described in RSA 282-A: 118, V allows NHES 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 an 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 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 shall be the sole ACCESS PACIA for New Hampshire to participate in SWIS. In accordance with New Hampshire RSA 282-A:118, V, NHES 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 NHES. 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 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 2 CFR 200, and as amended, are incorporated herein as if fully written.
- d. This MOU and the work being performed is not for research and development purposes.
- e. 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.
- f. 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.
- g. **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.

h. **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.

- i. **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.
- j. **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).
- k. **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).
- l. **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
- m. **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.
- n. **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."

- o. **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.

- p. **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.

- q. **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.

- r. **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.
- s. **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.
- t. **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 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.

1.1 Customer Transaction Data

NHES will acquire the appropriate wage data (including in-state and out-of-state wages) which will be incorporated into JMS. This data will be used to complete elements within the Participant Individual Record Layout (PIRL) which is utilized to produce WIOA Performance Reporting.

1.2 Additional Program Evaluation and Special Customized Data Requests

NHES will produce reports requested by the OWO, to meet local New Hampshire needs, as staffing, time, and resources allow. NHES will work with the OWO on the design and development of these additional reports when requested. OWO will provide as much advanced notice as possible to allow for implementation.

2. Customer Information

As the state Employment Statistics Agency, NHES will provide Employment Statistics and Labor Market Information (LMI) for use by customers of the NH WORKS Job and Information Centers, the OWO and related subcommittees, and the Partners of the NH WORKS MOU. This includes but is not limited to help with Employment and Labor Market information, local employment dynamics, high demand occupations, and the Eligible Training Provider list.

2.1 Additional Program Evaluation and Special Customized Data Requests

NHES/ELMI will produce additional reports requested by the OWO, as staffing, time, and resources allow. NHES will work with the OWO on the design and development of these additional reports when requested. OWO will provide as much advanced notice as possible to allow for implementation.

2.2 High Demand Occupations

NHES/ELMI will prepare High Demand Occupation 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. The data will be used by the OWO in determining initial and subsequent eligibility of training providers (initial and subsequent).

2.2.1. High Demand Occupations 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 will update projected employment data and wage data biennially, concurrent with each release of statewide

long-term employment projections.

2.3 Eligible Training Provider System

- 2.3.1. The Job Match System will provide customer access to Education and Training information. NHES will work with the Eligible Training Provider Coordinator at OWO as well as the Eligible Training Providers to acquire training provider data. Performance and outcome data will be published in JMS to provide training provider consumer choice information for WIOA programs and providers.
- 2.3.2. NHES will maintain the Eligible Training Provider Listing (ETPL) sub-system within the Job Match System (JMS).
- 2.3.3. NHES will extract participant SSNs from JMS and match them with UI wage records to calculate and populate aggregate entered employment measures and wage measures for program screens.
- 2.3.4. NHES will extract performance information from JMS to assist the ETP Coordinator in evaluating ETP programs and providers.
- 2.3.5. ETPL Maintenance and Enhancements
 - 2.3.5.1. ELMI will arrange with the contractor for maintenance of the system subject to funding by the OWO under this agreement. Funding of the system maintenance costs will be shared with the Office of Workforce Opportunity providing 90% funding and NHES providing 10% funding.
 - 2.3.5.2. ELMI will seek input from the OWO, the WIOA Partners, and the education and training provider community during the operation of the ETP subsystem to develop enhancements that will improve the system.

3. Online Job Postings Data

The OWO agrees to fund one-half of a subscription fee for NHES to access an Internet-based computer application that enables retrieval and evaluation of online job postings data. NHES 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 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 prior to such disclosure as evidenced by its written records; or

- 4.4.2. is disclosed to NHES 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; 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 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;
- 4.7 Report to OWO promptly and fully, any suspected or actual violation of the confidentiality requirements of this Agreement.
- 4.8 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 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 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, technical assistance, and guidance related to the case management system and its modules for OWO staff and any subrecipients.
 - 1.5.1 Training may include a minimum of 15 training days per program year by GSI personnel, or subsequent contractor, as requested by OWO.
 - 1.5.2 Technical assistance for the OWO and its subrecipients on the various modules and enhancements of the case management system.
 - 1.5.3 Inclusion of OWO and its subrecipient staff to any training or technical assistance offered by the case management vendor including but not limited to monthly user calls, project manager meetings, and virtual sessions held by the vendor on topics related to the system.
- 1.6 System change requests will be processed as requested and justified by OWO for necessary fixes and improvements of the WIOA case management in coordination with NHES.
- 1.7 Individual administrative accounts for OWO staff to support user account management, system maintenance and report administration following NHES's JMS Policy.

2. Extraction of Data Required for Reporting Purposes

- 2.1 NHES and New Hampshire Department of Information Technology (DoIT) will follow the procedures to extract from the case management system the data necessary to produce reports required by NHES and the OWO 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.

Section V. Pricing / Payments

The NHES agrees to provide the OWO with the services indicated in Section III and IV of this agreement; within the limitations of this agreement as shown below.

This MOU will be for a term beginning July 1, 2026 and terminating on June 30, 2027 for a period of one (1) year. The parties agree to commence negotiations with respect to renewal of this Agreement within 30 days of this agreement being approved. This Agreement may be extended commencing July 1, 2027, upon the mutual written consent of both parties subject to review and approval by the Governor and Executive Council.

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 NHES prior to the termination date will be reimbursed.

Funds are anticipated to be available in Fiscal Year 2027, contingent upon availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal year within the price limitation through the Budget Office, if needed and justified. **100% Federal Funds.**

	PACIA	JMS	TOTAL
FY 2027 expenses estimated at:	\$261,736.94	\$269,683.00	\$531,419.94
Total agreement not to exceed:	\$261,736.94	\$269,683.00	\$531,419.94

**JMS amounts for FYs 2028-31- 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

utilizes 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: Melissa Carter
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 agree to comply with the standard operating procedures which are marked as Exhibit B.
4. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
5. 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.
6. 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.
7. 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.

8. 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.
9. Administrative Issues & Referral to DOJ
 - 9.1 The Parties acknowledge that this interagency MOU is not legally enforceable. Circumstances that may warrant administrative action or referral to the New Hampshire Department of Justice include, without limitation:
 - (a) failure to submit payments or transfers when due;
 - (b) failure to submit reports required herein; or
 - (c) failure to carry out other commitments set forth in this MOU.
 - 9.2 Upon the occurrence of any circumstance identified in Paragraph 9.1 or other dispute concerning the Parties' commitments under this MOU, the Parties will first attempt in good faith to resolve the matter through agency contacts and liaisons identified in this MOU. If the matter cannot be resolved after a reasonable attempt to do so, either Party may submit the issue to the New Hampshire Department of Justice for review and resolution, consistent with Paragraphs 8 and 20 of this MOU.
10. Data:
 - 10.1 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.
 - 10.2 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.
 - 10.3 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.
11. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.
12. 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


13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. The General Provisions of this Agreement as written constitute the entire agreement between BEA and NHES and supersedes all prior agreements and understandings.
20. The Parties agree that the obligations, agreements and promises made under this MOU are not intended to be legally binding on the Parties and are not legally enforceable.
21. Either Party may terminate this MOU for any reason by providing written notice to the other Party at

least thirty (30) days prior to the termination date.

IN WITNESS WHEREOF, the parties hereto have signed their names on this ____ day of May, 2026.


New Hampshire Employment Security

New Hampshire Department of Business and Economic Affairs



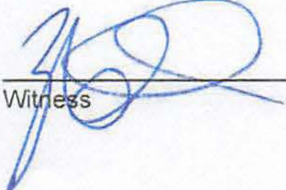
Richard Lavers
Commissioner, NHES

5/27/26
Date



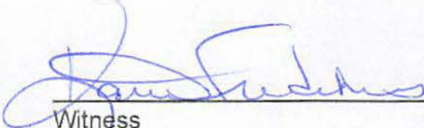
Lucy Lange
Commissioner, BEA

5-27-26
Date



Witness

5/27/26
Date



Witness

5-27-26
Date

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

By: Vasilios Manthos Date: 5/27/26

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.

Participant/Vendor Date

Participant/Vendor Date

Exhibit B

**NHES (PACIA-ELMI-Operations)/OWO MOU
Standard Operating Procedures**

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

4.9 Customer Transaction Data

- 4.9.1. Exchange of UI wage records with other states
 - 4.9.1.1. ELMI and NH Department of Information Technology (DoIT) will participate in exchanges of UI wage records with other states.
 - 4.9.1.2. As a signatory to the State Wage Interchange System (SWIS) ELMI and DoIT will be responsible for:
 - (1). Submitting SSNs of participants to the state wage interchange system for matching; and
 - (2). Notifying 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. DoIT, with the assistance of Geographic Solutions, will add wage information for exiters into JMS who show UI Wage Record data in other states.
- 4.9.2. NHES' DoIT will acquire the appropriate UI wage record data from NHES UI Wage Record Files.
- 4.9.3. NHES' DoIT will combine SWIS file with NH UI wage record data and upload wage file into the case management and reporting system.
- 4.9.4. NHES and ELMI will process their required quarterly and annual DOL/ETA reports.
- 4.9.5. 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.
- 4.9.6. 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

4.10 Quarterly DOL/ETA Summary Reports

NHES/ELMI will, each quarter:

NHES will do the following each quarter:

- 4.10.1. 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.

- 4.10.2. 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.
- 4.10.3. Work with OWO staff and WIOA Partners to explain the results and to reconcile any perceived discrepancies.
- 4.10.4. 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.
 - 4.10.4.1. When called for, NHES/ELMI will submit subsequent edits and revisions as directed by the OWO.
- 4.10.5. NHES 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:	Transmission to DOL/ETA no later than:
August 7, 2026	August 14, 2026
November 7, 2026	November 14, 2026
February 7, 2027	February 14, 2027
May 8, 2027	May 15, 2027
August 7, 2027	August 14, 2027

4.11 Quarterly PIRL Records Transmission

NHES will do the following each quarter:

- 4.11.1. Consistent with New Hampshire and Federal Statutes and Regulations, submit records for all WIOA participants quarterly required by WIOA regulations, and DOL/ETA requirements and guidance.
- 4.11.2. Upload PIRL data to DOL/ETA's online WIPS to generate edit checks.
 - 4.11.2.1. If errors occur within WIPS edit checks, errors will be communicated to OWO for reconciliation.
 - 4.11.2.2. Once reconciled, NHES will resubmit to WIPS to generate edit checks.
- 4.11.3. When a PIRL file has been accepted by WIPS with no errors. NHES will send a non-certified copy of the generated report to OWO for approval for certification.
- 4.11.4. Certified copy of PIRL submission will be emailed to OWO once report has been certified.

4.12 Annual Report

- 4.12.1. NHES and ELMI will produce the summary and detailed Data Tables required for the Annual Report.
- 4.12.2. Upload PIRL data to DOL/ETA's online WIPS to generate edit checks and reconcile data issues identified and reconcile data issues identified.
- 4.12.3. NHES and 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.

4.13 Additional Program Evaluation and Special Customized Data Requests

NHES/ELMI will produce additional reports requested by the OWO, as staffing, time, and resources allow. NHES will work with the OWO on the design and development of these additional reports when requested. OWO will provide as much advanced notice as possible to allow for implementation.

5. 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.

5.1 Employment Statistics and Labor Market Information Help

- 5.1.1. NHES/ELMI will advise the OWO, related subcommittees, and NH Works MOU Partners in the uses of employment statistics and labor market information.
- 5.1.2. 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.
- 5.1.3. 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).
- 5.1.4. 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) database housed within the Job Match System.
- 5.1.5. Present technical information and training as part of the OWO continuous improvement training process upon request of the OWO or other partners.

5.2 Local Employment Dynamics

- 5.2.1. 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 to NHES/ELMI.

5.3 High Demand Occupations

- 5.3.1. NHES/ELMI will prepare the High Demand Occupation List based on guidelines provided by the OWO. The report will include employment projections, staffing patterns, and Occupational Employment and Wage Statistics (OEWS) Survey data. This data will be used by the OWO in determining initial and subsequent eligibility of training providers.

5.4 Eligible Training Provider System

- 5.4.1. The Job Match System will provide customer access to Education and Training information. NHES/ELMI will work with the Eligible Training Provider Coordinator at OWO as well as the Eligible Training Providers to acquire training provider data. Performance and outcome data will be published in JMS to provide training provider

consumer choice information for WIOA programs and providers.

- 5.4.2. ELMI will maintain the Eligible Training Provider Listing (ETPL) sub-system within the Job Match System (JMS).
- 5.4.3. ELMI will extract participant SSNs from JMS and match them with UI wage records to calculate and populate aggregate entered employment measures and wage measures for program screens.
- 5.4.4. ELMI will extract participant SSNs from JMS and match them with NH UI wage records, and other states if available, to calculate and populate aggregate entered employment measures and wage measures for program screens.
 - 5.4.4.1. Individual level wage records will be submitted to GeoSol for upload into JMS and creation of the annual ETA-9171 report.
 - 5.4.4.2. PACIA will acquire the completed ETA-9171 from JMS and submit to WIPS
 - 5.4.4.3. Exchange of UI wage records with other states:
 - ELMI will participate in exchanges of UI wage records with other states.
 - As a signatory to the State Wage Interchange System, currently known as SWIS, PACIA will be responsible for:
 - Submitting SSNs of ETPL participants to the state wage interchange system for matching.
 - 5.4.5. ELMI (PACIA) will submit the annual ETA-9171 (annual ETP performance reporting) to US Department of Labor.
 - 5.4.6. ETPL Maintenance and Enhancements
 - 5.4.6.1. ELMI will arrange with the 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.
 - 5.4.6.2. ELMI will seek input from the Office of Workforce Opportunity, the WIOA Partners, and the education and training provider community during the operation of the ETP subsystem to develop enhancements that will improve the system.

6. 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.

7. Protection of Confidentiality

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

- 7.1 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;
- 7.2 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;
- 7.3 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;
- 7.4 Not provide nor disclose to any individual or organization or duplicate any information received pursuant to this Agreement except if such information;
 - 7.4.1. was known to NHES/ELMI prior to such disclosure as evidenced by its written records; or
 - 7.4.2. is disclosed to NHES/ELMI by a third party who has rightfully obtained such information without restriction on its use; or
 - 7.4.3. is or becomes known to the public without any breach of this Agreement by NHES/ELMI; or
 - 7.4.4. 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;
- 7.5 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;
- 7.6 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;
- 7.7 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;
- 7.8 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;
- 7.9 Report to OWO promptly and fully, any suspected or actual violation of the confidentiality requirements of this Agreement.
- 7.10 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.

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 in coordination with NHES.

2. Extraction of Data Required for Reporting Purposes

- 2.3 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.
- 2.4 Data extracted will meet the specifications of the Participant Individual Record Layout (PIRL) as required by WIOA and DOL/ETA.
- 2.5 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 1.1.5 above. These groups will include the following:
 - 2.5.1 Youth
 - 2.5.2 Adult Workers
 - 2.5.3 Dislocated Workers
 - 2.5.4 Twelve NH Works Job and Information Centers
 - 2.5.5 National Emergency or Demonstration Grant participants
 - 2.5.6 Others as required by the Office of Workforce Opportunity