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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301-5791

May 4, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resource and Economic Development, Office of Workforce Opportunity (DRED/OWO) to enter into a **SOLE SOURCE** Memorandum of Understanding (MOU) with the New Hampshire Department of Employment Security (NHES) (VC #177882) in the amount not to exceed \$1,725,311.24 effective upon Governor and Executive Council approval from July 1, 2016 through June 30, 2021 for the delivery of performance-related items that must be submitted to the U.S. Department of Labor Employment and Training Administration (DOL/ETA) consistent with Workforce Innovation and Opportunity Act (WIOA) regulations. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in State FY2017 and pending budget approval for FY2018, FY2019, FY2020, and FY2021 as follows:

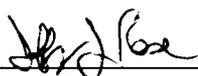
	<u>FY2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>	<u>FY2021</u>
03-35-35-350510-53360000	\$333,850.03	\$341,066.35	\$345,639.76	\$352,027.65	\$352,727.45
Office of Workforce Opportunity					
049-500294 Transfer to Agencies					

EXPLANATION

The Office of Workforce Opportunity has contracted with NHES for the last 16 years. 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. The scope of work detailed in this MOU will be guided by the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-28, 29 U.S.C 3101, any successor legislation, the WIOA Regulations and applicable DOL/ETA TEGLs and any changes or revisions, State of NH Laws and Regulations, and any other Federal or State Laws, directives or guidelines appropriate to PACIA.

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

Respectfully submitted,



Jeffrey J. Rose
Commissioner



Memorandum of Understanding

Between

NH Department of Resources & Economic Development
Office of Workforce Opportunity
172 Pembroke Road, Concord, NH 03301

And

New Hampshire Employment Security
Economic and Labor Market Information Bureau (ELMI)
45 South Fruit Street, Concord, NH 03301

Section I. Parties and Purpose

The New Hampshire Department of Resources and Economic Development (DRED) has contracted with 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 DRED's Office of Workforce Opportunity (OWO) for workforce information, educational, and training, Eligible Training Provider database management, data validation, and reporting programs for the State of New Hampshire.

To assist the PACIA, the Office of Workforce Opportunity will provide, through a contract with Hewlett Packard (HP), access to system support staff. The roles and responsibilities of the E-TEAMS system support staff are outlined in the Hewlett Packard contract. The E-TEAMS system support staff (HP IT Staff) will work closely with the PACIA. ELMI will work with the E-TEAMS system support staff to ensure that E-TEAMS meets the reporting requirements of the PACIA Unit, the Office of Workforce Opportunity and any reporting requirements of Workforce Innovation and Opportunity Act sub-recipients which require the use of individual Unemployment Insurance (UI) wage records to produce aggregate data. Any E-TEAMS data problems will be reported to the Office of Workforce Opportunity. Should ELMI and the HP IT staff be unable to resolve the data difficulties between them, the Office of Workforce Opportunity shall intercede to facilitate resolution.

ELMI will also work with the Office of Workforce Opportunity to obtain the necessary data for the reporting of Customer Satisfaction when applicable.

The work of 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 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.

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:

- 29 CFR Part 93 Restrictions on Lobbying
- 29 CFR Part 98 Government-wide Debarment and Suspension, Requirements for a Drug Free Workplace
- 29 CFR Part 37 Nondiscrimination and Equal Opportunity Requirements
- 29 CFR Part 97 Uniform Administrative Requirements for State, Local and Indian Tribal Governments (subject to the exceptions at 20 CFR Part 667--Subpart B)
- OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments
- 29 CFR Parts 96 and 99, Audit Requirements
- The Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611)
- Hatch Act (5 U.S.C. Subsection 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L. 91-616) relating to nondiscrimination on the basis of alcoholism
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32) which prohibits discrimination on the basis of handicap
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686) which prohibits discrimination on the basis of sex
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101-6107) which prohibits discrimination on the basis of age
- Title VI of the Civil Rights Act of 1964 (P.L. 88-352/29 CFR Part 31) which prohibits discrimination on the basis of race, color or national origin
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended relating to nondiscrimination on the basis of drug abuse
- WIOA Section 194 WIOA General Program Requirements

- WIA Title I Program and Administrative Regulations: 20 CFR Part 671 --National Emergency Grants, which (subject to the exceptions specified in 20 CFR Part 671) refers to the general WIA administrative and program regulations at 20 CFR Part 667, Subpart B --Administrative Rules, Cost, and Limitations and to 20 CFR Part 663 --Adult and Dislocated Workers Activities.

A. Civil Rights

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Federal Regulations and State Policy, for the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 as amended, on the basis of a disability under the Rehabilitation Act of 1973 as amended and the Americans with Disabilities Act of 1990, on the basis of sex under the Title IX of the Education Amendments of 1972, or the basis of race, color, national origin or ethnicity under Titles VI of the Civil Rights Act of 1964, on the basis of alcohol abuse or alcoholism under the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended, on the basis of drug abuse under the Drug Abuse Office and Treatment Act of 1972 as amended, programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance, both parties assure and certify:

- 1) No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, ethnicity, age, handicap, political affiliation or belief, citizenship status as a lawfully admitted immigrant authorized to work in the United States, drug or alcohol abuse, or alcoholism.
- 2) With respect to terms and conditions affecting, or the rights of individuals who are participants in activities supported by funds provided under WIOA, such individuals shall not be discriminated against because of their participant status.
- 3) Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States.

B. Equal Employment Opportunity

As a condition to the award of financial assistance under WIOA from the Office of Workforce Opportunity, both parties (Office of Workforce Opportunity and NHES) assure, with respect to operation of the WIOA funded program or activity, that they will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

It is a condition precedent to the performance of NHES under this contract that the Office of Workforce Opportunity supply WIA Standard Reporting Database (WIASRD) or Participant Individual Record Layout (PIRL) (PIRL data effective July 1, 2016; first PIRL deliverable early October 2016 replaces WIASRD) to ELMI in accordance with FIPS 140-2 security requirements and standards.

It is a condition precedent to the performance of NHES under this contract that the Office of Workforce Opportunity supply customer satisfaction data, as defined in the Code of Federal Regulations and applicable USDOL Guidance Letters, in the event that the Office of Workforce Opportunity reinstates a WIOA Customer Satisfaction measure of performance.

It is a condition precedent to the performance of NHES under this contract that the Office of Workforce Opportunity supply program cost data acquired from the Office of Workforce Opportunity, its sub-recipients and WIOA Certified Training Providers to NHES/ELMI.

It is a condition precedent to the performance of NHES under this contract that Hewlett Packard, its successors and/or assigns, meets all of its responsibilities under the contract with the Office of Workforce Opportunity in a manner that allows NHES to perform its obligations.

It is a condition precedent to the performance of NHES under this contract that any service provider under contract with the Office of Workforce Opportunity, for the purpose of conducting customer satisfaction surveys, meets all of its responsibilities under the contract with the Office of Workforce Opportunity in a manner that allows NHES to perform its obligations.

While NHES remains a signatory to the state wage interchange system data sharing agreement (currently referred to as the "Wage Record Interchange System" or "WRIS"), the Office of Workforce Opportunity 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 Office of Workforce Opportunity 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.

Section II. Scope of Function and Responsibilities

1. Performance Accountability

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 Workforce Investment Act Standardized Record Data (WIASRD) or the subsequent Participant Individual Record Layout (PIRL) from the E-TEAMS case-management module with New Hampshire UI wage records; UI wage records from other states, as available; customer satisfaction information generated by the Office of Workforce Opportunity contractor, when applicable; and program cost data acquired from the Office of Workforce Opportunity and WIOA Certified Training Providers.

ELMI will produce drafts of the WIOA Quarterly Reports required by DOL/ETA and present them to the Office of Workforce Opportunity or an Office of Workforce Opportunity designated subcommittee for review and to approve prior to submission. Upon approval and signoff by the Office of Workforce Opportunity, ELMI will submit the WIASRD records to DOL/ETA as required by WIOA and DOL/ETA, consistent with State of New Hampshire Laws and Regulations. (After July 22, 2016, PIRL deliverable replaces WIASRD deliverable.)

1.1 Customer Transaction Data

- 1.1.1. 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 WIASRD or PIRL.
- 1.1.2. ELMI will maintain a history of the WIOA participant UI Wage Record.
- 1.1.3. ELMI will process the required quarterly and annual DOL/ETA reports as well as reports requested by partners for aggregate wage data on their program participants.
- 1.1.4. Exchange of UI wage records with other states
 - 1.1.4.1. ELMI will participate in exchanges of UI wage records with other states.
 - 1.1.4.2. As a signatory to a state wage interchange system, 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 NHES Information Systems Staff responsible for submitting data to the state wage interchange system on behalf of the NHES UI Bureau.
 - 1.1.4.3. In the event that New Hampshire ceases to be a signatory to a state wage interchange system, ELMI will use data that may be obtained through NHES bilateral or multilateral interstate wage record exchange agreements. ELMI would then be responsible for:
 - (1). Submitting SSNs of participants to the cooperating state(s) for matching;
 - (2). Adding wage information for exiters who show UI Wage Record data in other states; and
 - (3). Advising the NHES Information Systems Staff responsible for submitting data to the cooperating state(s) on behalf of the NHES UI Bureau.
- 1.1.5. ELMI will acquire, as authorized, wage record data from federal employment sources.
 - 1.1.5.1. Upon approval, ELMI will become a participant in the Federal Employment Data Exchange System (FEDES).
 - 1.1.5.2. As a signatory to the FEDES, 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.
- 1.1.6. The Office of Workforce Opportunity will ensure that E-TEAMS will allow ELMI the ability to aggregate individual records into groups to be evaluated. These groups will include the following:
 - a. Younger Youth
 - b. Older Youth
 - c. Adult Workers
 - d. Dislocated Workers
 - e. Twelve NH WORKS Job and Information Centers
 - f. National Emergency Grant (NEG) participants
 - g. Others as required by the Office of Workforce Opportunity

1.2. Quarterly DOL/ETA Summary Reports

ELMI will, each quarter:

- 1.2.1. Process and prepare, from the WIASRD or PIRL records uploaded from E_TEAMS to the State SFTP, 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. Upload WIASRD or PIRL to ETA's online e-DVRS system to generate edit checks and reconcile data issues identified.
- 1.2.3. Submit and present preliminary Quarterly Summary Reports to the Office of Workforce Opportunity or designated committee for review, within a timeframe agreed upon between ELMI and the Office of Workforce Opportunity, which will allow sufficient time for any necessary action prior to submittal to DOL/ETA.
- 1.2.4. Work with Office of Workforce Opportunity 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 Office of Workforce Opportunity, submit the Quarterly Report using the DOL/ETA Online Reporting System on or before the due date established by DOL/ETA.
 - 1.2.5.1. When called for, ELMI will submit subsequent edits and revisions as directed by the Office of Workforce Opportunity
- 1.2.6. ELMI will satisfy the report requirements of Section 1.3 according to the following schedule of deliverables:

Draft Report to Office of Workforce Opportunity no later than	PACIA transmission to DOL/ETA
August 8, 2016	August 12, 2016
November 7, 2016	November 14, 2016
February 7, 2017	February 14, 2017
May 8, 2017	May 12, 2017
August 7, 2017	August 14, 2017
November 7, 2017	November 14, 2017
February 7, 2018	February 13, 2018
May 8, 2018	May 14, 2018
August 8, 2018	August 14, 2018
November 7, 2018	November 14, 2018
February 8, 2019	February 13, 2019
May 8, 2019	May 14, 2019
August 7, 2019	August 13, 2019
November 6, 2019	November 13, 2019
February 10, 2020	February 14, 2020
May 8, 2020	May 14, 2020
August 7, 2020	August 13, 2020
November 9, 2020	November 13, 2020
February 8, 2021	February 12, 2021
May 7, 2021	May 13, 2021

1.3. Quarterly WIASRD/PIRL Records Transmission

- 1.3.1. Consistent with New Hampshire and Federal Statutes and Regulations, submit records for all program-year participants quarterly as required by WIOA regulations, and DOL/ETA requirements and guidance.

- 1.3.2. Upload WIASRD or PIRL to ETA's online e-DVRS system to generate edit checks and reconcile data issues identified and reconcile data issues identified.
- 1.3.3. Resolve issues raised by DOL/ETA contractors' analysis of edit check and/or data validation results.

1.4. Annual Report

- 1.4.1. Produce the summary and detailed Data Tables required for the Annual Report.
- 1.4.2. Upload WIASRD or PIRL to ETA's online e-DVRS system to generate edit checks and reconcile data issues identified and reconcile data issues identified.
- 1.4.3. 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. Data Validation

- 1.5.1. ELMI and OWO will operate ETA's online e-DVRS Data Validation system
 - 1.5.1.1. ELMI will draw samples and provide them to the Office of Workforce Opportunity for onsite validation of case management data
 - 1.5.1.2. Validate UI Wage Record Data
 - 1.5.1.3. Provide data validation files and reports to ETA as required by WIOA and ETA regulations and policy directives, with copies of the reports to the Office of Workforce Opportunity.

1.6. Customer Satisfaction Core Indicators

- 1.6.1. Will extract from the NHES job match system employer customer satisfaction survey samples, in agreement with WIOA regulations, and DOL/ETA requirements and guidance and as defined by the Office of Workforce Opportunity contractor for customer satisfaction surveys, if and when customer satisfaction performance measures are in effect.
- 1.6.2. Provide to the Office of Workforce Opportunity contractor for customer satisfaction surveys, quarterly updates, the employer sample, from the NHES job match system.
- 1.6.3. Incorporate the results of the Customer Satisfaction Survey into statewide program evaluation, provider evaluation, and Quarterly and WIOA Annual reports.

1.7. Statewide Summary Reports

- 1.7.1. Prepare Statewide Summary Reports and other reports as required by WIOA regulations, and DOL/ETA requirements and guidance for submittal to DOL/ETA and the Office of Workforce Opportunity or related sub-committees.

1.8. Additional Program Evaluation and Special Customized Data Requests

ELMI will produce reports, requested by the Office of Workforce Opportunity, to meet local New Hampshire needs. WIOA partners shall be directed to make their request for reports covered under this agreement through the Office of Workforce Opportunity. ELMI will participate with and advise in the design of such reports. Reports listed in this section represent examples of the types of reports ELMI may produce, but such reports will only be done at the request of the Office of Workforce Opportunity

- 1.8.1. Perform additional program evaluation tasks involving WIASRD-like or PIRL-like data and UI Wage Record Data as staffing, time, and resources of the ELMI PACIA unit permit.

- 1.8.2. 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.
- 1.8.3. 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.
- 1.8.4. Advise and assist the Office of Workforce Opportunity designated committee(s) as appropriate and as requested.
- 1.8.5. ELMI will process ad hoc reports containing individual or aggregate non-wage record data as requested.

2. Customer Information

2.1. Employment Statistics

2.1.1. State Employment Statistics Agency

As the state Employment Statistics Agency, ELMI will provide Employment Statistics/Labor Market Information for use by customers of the NH WORKS Job and Information Centers, the Office of Workforce Opportunity and related sub-committees, and the Partners of the NH Works MOU.

2.2. Employment Statistics and Labor Market Information Help

ELMI will advise the Office of Workforce Opportunity, related sub-committees, and NH Works MOU Partners in the uses of employment statistics and labor market information.

- 2.2.1. ELMI will interpret economic trends and anticipate how these may impact customer outcomes, WIOA core performance indicators, and affect the Office of Workforce Opportunity's ability to foster and accomplish continuous improvement.
- 2.2.2. Advise on uses of projections, staffing patterns, and wage survey data in the Training Provider Certification process (determining initial and subsequent eligibility).
- 2.2.3. Provide training and technical support in the uses of LMI and Eligible Training Provider (ETP) database NHWorks Source for Consumer Information on Training and Education (NSCITE) tools for NH WORKS Job and Information Center staff and for MOU partners.
- 2.2.4. Present technical information and training as part of the Office of Workforce Opportunity continuous improvement training process.

2.3. Local Employment Dynamics

ELMI will prepare special reports requested by the Office of Workforce Opportunity covering employment, job creation, turnover, and earnings by industry, age and sex using information accessible through the Local Employment Dynamics (LED) system of which NH is a participating State.

2.4. Occupations in Demand

Provide Occupations in Demand information for use by the Office of Workforce Opportunity and related subcommittees in determining initial and subsequent eligibility of training providers (certifying and recertifying).

- 2.4.1. Participate in the Workforce Information System Long Term and Short Term Industry and Occupational Projections and the MicroMatrix occupational projections programs.
- 2.4.2. Participate in Workforce Information System Long Term and Short Term Industry and Projections and MicroMatrix training.

- 2.4.3. Keep informed of the latest occupational projections techniques and continue to acquire and implement the latest software.
- 2.4.4. Reconcile outside analysis on projections with ELMI & Workforce Information System projections and convey such analysis and resulting changes to the Office of Workforce Opportunity and related subcommittees.
- 2.4.5. Draw from Occupational Employment Statistics program staffing pattern and wage survey estimates and from ELMI occupational projections to prepare lists of Occupational Information Network/Standard Occupational Code (O*NET/SOC) occupations in demand, for use by the Office of Workforce Opportunity in certifying training providers.
- 2.4.6. Maintain Demand Occupation information, as approved by the Office of Workforce Opportunity, on the NSCITE system.

2.5. Customer Choice Information -

- 2.5.1. The NSCITE report card system will provide customer access to Education and Training Information. 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.
- 2.5.2. 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:
 - a. Completion/graduation rate in WIOA-approved programs.
 - b. Entry rate into unsubsidized employment for WIOA-approved programs
 - c. Wage measures of completers in WIOA-approved programs
 - d. Total number of program exiters who obtained a recognized post-secondary credential during participation year or within one year of exit
- 2.5.3. Report completer information to the Office of Workforce Opportunity and related subcommittees for the purposes of certification of training providers and programs.

2.6. Consumer Report Card System -

- 2.6.1. ELMI will operate NSCITE, the New Hampshire consumer report card system.
- 2.6.2. ELMI will download WIOA Eligible ETP provider and program information and furnish it to HP to populate the provider and program tables in E-TEAMS.
- 2.6.3. ELMI will extract SSNs of participants from NSCITE and match them with UI wage records to calculate and populate aggregate entered employment measures and wage measures for program screens.
- 2.6.4. ELMI will extract performance information from NSCITE to assist the ETP Coordinator in evaluating ETP programs and providers.
- 2.6.5. ELMI will work with the Office of Workforce Opportunity and related subcommittees to promote NSCITE.
- 2.6.6. NSCITE Maintenance and Enhancements
 - 2.6.6.1. 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.
 - 2.6.6.2. ELMI will seek input from the Office of Workforce Opportunity, the WIOA Partners, and the education and training provider community during the operation of 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 Office of Workforce Opportunity agrees to fund one-half of a subscription fee for ELM I access to a computer application that enables retrieval of online job postings data. ELM I 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.

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 the 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 the 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 the 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 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 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 NHD OC have been advised of the confidentiality requirements of this Agreement;
- 4.8 require each authorized employee to sign a NH 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/WIA 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 III. Pricing / Payments

NHES agrees to provide the Office of Workforce Opportunity with the services indicated in Section I of this agreement within the limitations of this agreement as shown below.

The term of this MOU is 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, 2021. This Agreement may be extended on a month-to-month basis commencing July 1, 2021, 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 the NHES is no longer willing to carry out the agreement. Upon termination, all allowable expenses incurred and paid by NHES prior to the termination date will be reimbursed.

Federal funds to support this request are available in State FY 2017 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for State FY 2018 forward is contingent upon the availability and continued appropriation of funds.

Total agreement not to exceed: \$1,725,311.24

FY 2017 expenses estimated at: \$333,850.03

FY 2018 expenses estimated at: \$341,066.35

FY 2019 expenses estimated at: \$345,639.76

FY 2020 expenses estimated at: \$352,027.65

FY 2021 expenses estimated at: \$352,727.45

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 sub-recipients.

For services performed and equipment, training, and travel expenses related to these services; from July 1, 2016 through June 30, 2017; NHES shall be paid an amount estimated to be Three Hundred Thirty-Three Thousand, Eight Hundred Fifty and 3/100 Dollars (\$333,850.03). Upon presentation 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.

For services performed and equipment, training, and travel expenses related to these services; from July 1, 2017 through June 30, 2018; NHES shall be paid an amount estimated to be Three Hundred Forty-One Thousand, Sixty-Six and 35/100 Dollars (\$341,066.35). FY2018 funding is contingent upon adequate WIOA State Formula allocations to support the continuation of this contract in June 2017.

For services performed and equipment, training, and travel expenses related to these services; from July 1, 2018 through June 30, 2019; NHES shall be paid an amount estimated to be Three Hundred Forty-Five Thousand, Six Hundred Thirty-Nine and 76/100 Dollars (\$345,639.76). FY2019 funding is contingent upon adequate WIOA State Formula allocations to support the continuation of this contract in June 2018.

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 Office of Workforce Opportunity, not later than forty-five (45) days after the date of termination, an invoice for services rendered which shall be paid by the Office of Workforce Opportunity within ten (10) business days.
6. In connection with the performance of the Services, the Office of Workforce Opportunity shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Office of Workforce Opportunity, including, but not limited to civil rights and equal opportunity laws.
7. Both Agencies, through their Commissioners, will attempt to resolve any disputes, and if they can't the dispute shall be submitted to the Attorney General and the Attorney General's decision shall be final.
8. 8.1 any one or more of the following acts or omissions of the Office of Workforce Opportunity 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. 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

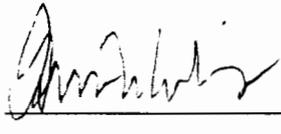
Agreement allocate the risks between the parties. The terms and conditions included herein reflect this allocation of risk, and each provision herein is part of the bargained for consideration of this Agreement.

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

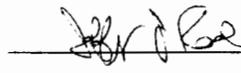
IN WITNESS WHEREOF, the parties hereto have signed their names this ___ day of May, 2016.

New Hampshire Employment Security

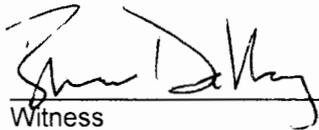
Department of Resources & Economic Development

 5/4/16

George N. Copadis, Date
NHES Commissioner

 5/9/16

Jeffrey J. Rose, Date
DRED Commissioner

 5-4-16

Witness Date

 5/5/16

Witness Date

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

Date: 5/13/16

By: 