NH Nondiscrimination Plan

Appendix IV. Data and Information Collection and Maintenance
It’s that time of year again i.e., new program year begins July 1st and the Confidentiality, Domestic Violence, and Sexual Harassment Policies need to be read, signed and filed for all OWO employees. We just completed the sexual harassment through the state and Ashley has it on file if needed; so that one is covered.

Attached is the OWO WIOA Confidentiality Policy and the Confidentiality agreement that all staff must sign (not be confused with the eteams confidentially form that Paul keeps on file).

As stewards of federal/public funds we need to always be mindful of equal opportunity issues, privacy/confidentiality issues – participant and/or business related, and the appropriate use of federal funds at all times. If anyone has any questions regarding any of these policies and/or procedures, please let me know.

Please print, sign and date the Domestic Violence and the Confidentially Agreement and return them to me so we have them on file. Bonnie will be providing EO training within the next couple of months. All staff must participate in EO training or a refresher course, annually, please make sure you sign up for the training once it is offered.

Thanks,
Jackie
Confidentiality

Background:


Policy: 38.54

It is the policy of the NH Works Consortium that the Office of Workforce Opportunity, NHWORKS One-Stop Partners, and WIOA recipients, sub-recipients and vendors will hold in strictest confidence any and all information learned through their interaction with applicants, participants, or employees. Employees and/or volunteers of the above entities may inspect records and reports of an individual only when such information will aid in the performance of the employee’s duty.

This policy does not preclude divulging information to other agencies and their personnel, provided that

1. Such information is necessary in order to successfully provide service to the individual;

2. The individual has provided written authority to divulge the information pertinent to him/her;

3. Information provided by other than the individual is not divulged under any circumstances.

Individuals may inspect, at the convenience of the OWO, One-Stop Partner or WIOA recipient, sub-recipient, or vendor, records or reports which pertain to that individual and which were generated by the OWO, One-Stop Partner or WIOA recipient, sub-recipient, or vendor.

PROCEDURES:

1. All OWO employees and volunteers will be required to sign a Confidentiality Statement (copy attached). The original signed document will be kept in the employee’s personnel file and a copy provided to the employee.

2. Revealing confidential information will immediately place the employee’s or volunteer’s job in jeopardy and subject to disciplinary action. The employee/volunteer may also be subject to criminal and/or civil prosecution as provided by law.

3. All One-Stop Partners, WIOA recipients, sub-recipients, and vendors shall follow their own
Confidentiality Statement

To ensure the privacy and confidentiality of applicant, participant, and employee information and to comply with the regulations under the Workforce Innovation and Opportunity Act (WIOA), the Privacy Act of 1974 (5 USC 5521), and the US Office of Management and Budget (OMB Circular A-130), all OWO employees and volunteers are required to read and sign this confidentiality statement.

Confidential Nature of WIOA Records

Information obtained from any individual in the course of the administration of the programs that involves OWO oversight shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual’s identity except that:

(1) an individual may inspect, at the convenience of the OWO, records and reports which pertain to him/her that were generated by the OWO;

(2) employees/volunteers of the OWO or its partners, in performance of their duties, may inspect records and reports of an individual where such information will aid in the performance of the employee’s duties;

(3) employees of the US Department of Labor, other federal agencies, and state organizations with lawful responsibility to monitor, audit, and/or evaluate OWO-sponsored programs may inspect records and reports of an individual where such information is necessary for the performance of their legal duties;

(4) information regarding an individual may be divulged to other agencies and their personnel provided that

a. such information is necessary in order to successfully provide service to the individual;
   AND
b. the individual has provided written authority to divulge the information pertinent to him/her; AND
c. information provided by other than the individual is not divulged under any circumstances.

(1) All information obtained in the course of employment or volunteer work with the OWO, which could reveal the identity of an individual, is completely confidential subject to the exceptions provided.

(2) Exchange of information regarding program applicants, participants, or employees among or between OWO employees/volunteers, when such information is not necessary to the performance of official duties, is prohibited.

(3) Such exchanges of information with spouses, children, friends, relatives, acquaintances, and strangers is equally forbidden.
Confidentiality Agreement

I, ____________________________, understand that my work for the Office of Workforce Opportunity may involve handling sensitive personal information about Workforce Innovation and Opportunity Act ("WIOA") participants, including but not limited to participant's Social Security numbers. As part of my work, I may have access to personal information about participants seeking access to or enrolled in the NH Works WIOA, or other federally funded programs.

I understand that my employer, as a condition of providing WIOA services, has agreed to terms and conditions designed to safeguard the information obtained from WIOA participants, and to maintain confidentiality as required by law. I understand that various federal and state laws prohibit the unauthorized use or disclosure of personal information obtained from WIOA participants.

In general, WIOA requires that any personal information that can, directly or by reasonable inference, identify a specific individual (e.g., a telephone number, a Social Security account number):

- Is collected, used, and stored in a manner that ensures that it will not be accessible to anyone not authorized to access it
- Is not collected unless needed for the provision of some service or to determine eligibility for a program
- Is not used for any purpose other than the program or service for which it was collected, unless the subject of the information (if the subject is an adult), or a parent of the subject (if the subject is a minor or dependent), provides consent for the information to be shared
- Can be released to the subject of the information upon his or her request
- Is not accessible to anyone other than those authorized to access it (including agents of oversight and regulatory entities, and in cases in which the information has been subpoenaed, parties to the legal matter)
- Is made accessible to subcontractors and researchers only with the stipulation that they adhere to the same requirements that the direct recipients and higher-tier subrecipients must follow, unless the information is provided in aggregate form only (thereby preventing the identification of any specific individual)
- Is published only in aggregate form, preventing readers from being able to identify, or reasonably infer the identity of, any individual subject

I agree to follow and be bound by these terms and conditions regarding confidentiality of personal information. I understand that I may be subject to civil and criminal liability under state and/or federal law if I violate those terms and conditions.

I further understand that as part of my job I may have access to information of a confidential nature related to specific business activities (e.g. rapid response layoff information). I agree to abide by confidential guidelines as instructed, either verbally or in writing by BEA and/or Office of Workforce Opportunity management, regarding the disclosure of information shared with me under the condition of confidentiality.

______________________________    _______________________
Signature of employee            Date:
WIOA POLICY ISSUANCE – 2018-0011
Effective Date: October 1, 2018

Data/Record Maintenance

Background:


Policy:

It is the policy of the NH Works Consortium that the Office of Workforce Opportunity, One-Stop Partners, and its recipients, sub-recipients and vendors will maintain in a secure environment, any data collected on applicants, participants or employees for a period of not less than three (3) years from the close of the applicable program year. If the file is part of a data validation review, the file will be kept an additional three (3) years.

Records regarding EO complaints and actions taken on the complaints must be maintained for a period of not less than three (3) years from the date of resolution of the complaint.

Procedures:

1. All records must be maintained in a manner which upholds the confidentiality of the information.
2. Records must be stored in a secure environment, free from damage by the elements
3. At the end of the maintenance period, records must be destroyed in an appropriate manner (i.e. shredding) to ensure the continued confidentiality of the information.

Action: All staff must be knowledgeable of the contents of this directive.
OWO EO Log PY 16

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Note: We did not receive any EO Grievances or complaints in PY16.

OWO EO Log PY 17

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Note: We did not receive any EO Grievances or complaints in PY17.

OWO EO Log PY 18

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