***Employment Flag Agreement by and between MDCS & Local Workforce Board***

## [INSERT LWB NAME]

**This Employment Flag Data Sharing Agreement (Agreement) sets out the terms and conditions agreed to by and between MDCS and the Local Workforce Board.**

1. **Background.** The MassHire Department of Career Services (MDCS) is the state public agency responsible for the state’s case management system and for required performance reporting, including performance reporting related to the programs operated by the Local Workforce Board. The data accessed through the state’s case management system includes Employment Flag data that is useful for Federal law required performance reporting. This agreement sets out the terms by which the Local Workforce Board will access the MDCS case management system in order to complete Federal law required performance reporting for the MDCS. This Agreement relates to unemployment compensation (UC) information governed by 20 CFR Part 603 (the Federal regulation on confidentiality and disclosure of state UC program information), and by the terms of the State Wage Interchange System (SWIS) Agreement, to which MDCS is a party. This Agreement references terms defined in the SWIS Agreement.
2. **The MDCS agrees to the following:**
	1. The MDCS hereby engages the Local Workforce Board to access Employment Flag data for its program participants for purposes of Federal law required performance reporting.
	2. The MDCS is responsible for the Local Workforce Board’s use of the Employment Flag, which constitutes confidential UC information, including ensuring compliance by the Local Workforce Board and its employees with the applicable safeguards required for such information as set out in this Agreement and the SWIS Agreement.
	3. The Employment Flag will be provided as “read only” information meaning that individuals will not be able to electronically copy, save, or print the information.
	4. The MDCS will confirm the sufficiency and ongoing completion of the Acknowledgements of Confidentiality described in Massachusetts One Stop Employment System (MOSES) Data Integrity and Confidentiality Agreement for all employees of the Local Workforce Board who will access the Employment Flag.
	5. MDCS will confirm that a completed Acknowledgement of Confidentiality is in place for each Local Workforce Board employee, at least annually.
	6. If the Local Workforce Board is no longer engaged by the state to provide services in a local area, MDCS will cease sharing the Employment Flag with the Local Workforce Board and its employees no later than the end date of the documented relationship with the state or Local Workforce Board, and this Agreement will terminate according to Section V below.
3. **The [INSERT LWB NAME] Local Workforce Board**
	1. The Local Workforce Board agrees to obtain only the Employment Flag data that relates to the Local Workforce Board’s program participants from the *Performance Review Tool Report,* an ad hoc Crystal report and to use such Employment Flag data solely for purposes of completing Federal law required performance reporting for the MDCS.
	2. The Local Workforce Board acknowledges the confidential nature of the Employment Flag data that its employees will access from the *Performance Review Tool Report,* an ad hoc Crystal report.
	3. The Local Workforce Board agrees that the Employment Flag Data will only be used pursuant to the terms and conditions of this Agreement.
	4. The Local Workforce Board agrees that access to the Employment Flag will only be requested for its employees whose official job responsibilities relate to performance reporting.
	5. The Local Workforce Board will instruct its employees who will be provided access to the Employment Flag of the confidential nature of the information, the safeguards required to protect the information, the civil and criminal sanctions for noncompliance with such safeguards, and the requirements of this Agreement.
	6. The Local Workforce Board will ensure that employee(s) who will be provided access to the Employment Flag acknowledge the confidentiality requirements of this data and the restrictions of this Agreement by completion of the Acknowledgements of Confidentiality described in Massachusetts One Stop Employment System (MOSES) Data Integrity and Confidentiality Agreement.
	7. The Local Workforce Board agrees to allow on-site inspections by the MDCS for purposes of assuring that the requirements set out herein are being met.
	8. The Local Workforce Board will: (1) provide records of all employee acknowledgements to the MDCS, upon request, and (2) periodically remind its employees of the confidential nature of the Employment Flag and required safeguards.
	9. If the Local Workforce Board is no longer the entity engaged by the state to provide services in a local area, the Local Workforce Board will immediately notify the MDCS and promptly cooperate with the MDCS as needed to ensure termination of Employment Flag access for its employees. This Agreement will terminate according to Section V below.
4. **Effect of Agreement.** The relative benefits received by each party in carrying out the duties and commitments described in this agreement are approximately equal. Therefore, each party agrees to bear their own costs related to this Agreement. This Agreement sets out the roles and responsibilities of the parties in relation to each other and is not intended to confer any right to any third party. Nothing herein shall limit, supersede, or otherwise affect MDCS’ normal operations or decisions in carrying out its duties and does not limit the MDCS from entering into similar arrangements with other entities. This Agreement must be signed by individuals who have authority to bind their respective organizations to the commitments in this Agreement.
5. **Termination.** The MDCS may terminate this Agreement immediately at any time if the MDCS determines that the required data safeguards are not being adhered to by the Local Workforce Board or any of its employees. The duties regarding confidentiality of the Employment Flag described herein continue beyond termination of this Agreement until all access by the Local Workforce Board and its employees to such data, in any form, has ended. This Agreement will terminate automatically as of the end date of the Local Workforce Board’s documented relationship with the state. Either party may terminate this Agreement without cause with thirty (30) days written notice.

### Performance Accountability and Customer Information Agency (MDCS)

**I hereby certify that I have authority to legally bind MDCS.**

Signature: \_\_\_\_\_ Date: \_\_\_August 6, 2025\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): Beth Goguen\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Director

Email: Elizabeth.m.goguen@mass.gov\_\_\_\_\_\_\_\_\_ Phone:(857) 248-3848

Agency: MassHire Department of Career Services

System Name: n/a\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency reporting on behalf of the SWIS entity responsible for: Title I and Title III

### [INSERT LWB NAME] Local Workforce Board

**I hereby certify that I have authority to legally bind this Local Workforce Board.**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency providing services on behalf of the SWIS entity responsible for: Title I and Title III