



Nicholas A. Toumpas
Commissioner

Terry R. Smith
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

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May 22, 2013

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

39 Federal
619 General

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Family Assistance to enter into to a Memorandum of Understanding with New Hampshire Employment Security (Vendor #177882), for an amount not to exceed \$384,522 for access to eligibility determination data for public assistance programs, effective July 1, 2013, or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in SFY 2014 and SFY 2015 upon the availability of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class/Account	Class Title	Amount
2014	102-500731	Contracts for Program Services	\$192,276.00
2015	102-500731	Contracts for Program Services	\$192,246.00
		Total	\$384,522.00

EXPLANATION

The purpose of this request is to allow New Hampshire Employment Security to continue to provide automated wage record/benefit payment cross match data used to verify applicant and recipient income for eligibility determination in public assistance programs. The component of the Memorandum of Understanding, Individual Wage Record/Benefit Payment Inquiry, enables the Division of Family Assistance, the Department of Health and Human Services Special Investigation Unit, the Department of Health and Human Services Quality Assurance Unit, the Division of Children, Youth and Families and the Division of Child Support Services to verify eligibility for benefits and detect fraudulent

Her Excellency, Governor Margaret Wood Hassan
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claims by obtaining wage, employer, and unemployment compensation data through an automated file exchange and online access to employer wage benefit information. This Memorandum of Understanding includes cost sharing for access to the wage and benefit data maintained by New Hampshire Employment Security and allocated administrative costs.

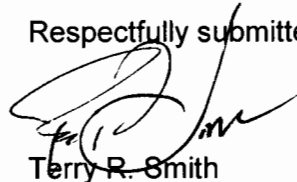
Should Governor and Executive Council not approve this request, clients would not receive their benefits as quickly as they might otherwise and numerous eligibility determination delays could result. The requirement to verify unemployment benefits would still need to be adhered to before benefits could be issued, regardless of the source of verification. It will take longer to obtain third party verification of unemployment benefits versus having direct access to New Hampshire Employment Security data. Not having access to New Hampshire Employment Security data could also result in errors. New Hampshire Employment Security data includes benefit discrepancies related to unemployment allotments. Without this information over issuances of financial assistance and food stamps will result. Applicants ineligible for Medicaid might also be incorrectly determined eligible for benefits.

Geographic area to be served: Statewide

Source of Funds: 39% Federal Funds, 61% General Funds.

In the event that the Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Terry R. Smith
Director

Approved by:



Nicholas A. Toumpas
Commissioner

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION OF FAMILY ASSISTANCE, DIVISION FOR CHILDREN, YOUTH AND FAMILIES,
DIVISION OF CHILD SUPPORT SERVICES, BUREAU OF IMPROVEMENT, INTEGRITY AND
INFORMATION**

AND

NEW HAMPSHIRE EMPLOYMENT SECURITY

I. PURPOSE

- A. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (NH DHHS), Division of Family Assistance (DFA), Division for Children, Youth and Families (DCYF), the Division of Child Support Services (DCSS), the Division of Client Services (DCS), the Bureau of Improvement, Integrity and Information (BII), and New Hampshire Employment Security (NHES). The purpose of the MOU is to explain the respective roles of each agency in conducting the On the Job Training component of the New Hampshire Employment Program (NHEP) and Computer Crossmatch services.

II. GENERAL RESPONSIBILITIES

- A. NHES shall collaborate with the NH DHHS District Offices and State Office to ensure the coordination and delivery of services relevant to the NHEP and DHHS programs.
- B. NHES agrees to deliver services described and in accordance with this MOU.
- C. Changes to the MOU which do not affect its scope, duration, or financial limitations, may be made upon mutual agreement between NHES and DHHS.
- D. NHES shall disclose wage, employer, and unemployment compensation data to the NH DHHS. NHES agrees to deliver data described and in accordance with this MOU, Article V - Wage Record/Benefit Payment Crossmatch and Article VI, Wage Record Reporting.
- E. NHES shall respond to any state or federal audits under this MOU within fifteen calendar days after receiving the audit report.
1. NHES shall correct deficiencies identified by any state or federal audit under this MOU within thirty calendar days after receiving the audit report. Such correction is limited to those deficiencies that are within the control and responsibility of NHES.

F. An NHES Agreement Administrator shall be designated by NHES to act as liaison with DHHS and be responsible for the overall management and coordination of this MOU. NHES shall oversee the MOU and shall be responsible for:

1. Interfacing directly with the DFA Contract Administrator; and
2. Providing data, information and reports to DFA and ensuring continuous delivery of services during personnel vacancies.

III. NEW HAMPSHIRE EMPLOYMENT PROGRAM (NHEP)

A. On-The-Job Training (OJT) Contracts

1. DFA and NHES shall have joint responsibility for the administration of the OJT contracts.
2. The OJT rules, policy and procedures released for the NHEP program, including HomeCare Works, will govern the OJT placements.
3. All contract funds allocated for OJT are to be used for employer reimbursement.
4. DFA responsibilities shall include:
 - a. Maintain the electronic versions of OJT forms and brochures and revise and distribute as necessary; and
 - b. Review OJT contracts for accuracy and provide approved employer OJT contracts to NHES.
5. NHES responsibilities for On-the-Job Training Contracts shall include:
 - a. NHES shall maintain the records of approved OJT contracts;
 - b. NHES shall process timely payment of employer invoices and
 - c. NHES shall provide monthly reporting of the open and closed OJT contracts that include:
 - i. A detail report that includes the following information: the Contract number, Local office, Client name, Social Security Number, Training Program, Employer, Training dates, Training wage, Status, Contract amount, Monthly Expenditures, Total Expenditures, Reason for Termination, Total De-obligated, Balance; and any other information as requested by DFA; and
 - ii. A summary report that includes the following data by office: total number of contracts, total number of completed contracts, completion rate, number of deobligated contracts, number of active contracts, average expenditures for closed contracts, average contract amount, average training wage, and average wage at contract completion.

6. HomeCare Works OJT Contracts

- a. Employer reimbursement includes employer-training reimbursement, up to fifty percent of the starting wage paid to the OJT employee, and retention incentive payments for HomeCare Works OJTs only.
- b. Retention incentive payments for HomeCare Works OJTs will be made as follows:
 - i. \$200 at the end of the second week of training, provided the HomeCare Works participant remains employed;
 - ii. \$200 at the end of the third month of training provided the HomeCare Works participant remains employed; and
 - iii. \$200 at the end of the fifth month of training provided the HomeCare Works participant remains employed.

IV. CONTRACT MANAGEMENT REVIEWS:

- A. All parties to this agreement shall make it known to the DFA Financial Manager when there is a need to meet to discuss planning, changes to the scope of service, or to resolve any issues in performance of the duties defined in this Agreement.
 1. In response to a request for meeting, the DFA Financial Manager shall develop an agenda, establish a meeting place and time for discussion, and assemble all interested parties.
 2. Agenda items shall be submitted to the DFA Financial Manager seven (7) days in advance of the meeting date and the agenda shall be distributed no less than two (2) days in advance of the meeting date.
- B. The NHES contacts for this agreement are:
 1. Security and Contract Content:
 - i. Colleen O'Neill – (603)-228-4073
 2. Billing:
 - i. Jill Revels – (603)-229-4449
- C. The DHHS contact for this agreement is:
 1. DFA Financial Manager
 - i. Mary Calise- (603)-271-9285

V. WAGE RECORD/BENEFIT PAYMENT CROSS MATCH and REPORTS - NEW HEIGHTS & WAGE RECORD REPORTING FOR TANF HIGH PERFORMANCE BONUS STATISTICAL DATA

- A. This MOU is entered into under the authority of 42 USC 503, NH RSA 282-A:112, and RSA 282-A:118, III.

- B. The purpose of this MOU is to establish conditions, procedures, and safeguards for the disclosure of wage, employer, and Unemployment Compensation (UC) data by NHES to DCS to be used to verify eligibility for benefits paid under DFA programs and for no other use. The MOU is accomplished by means of an automated cross match or individual inquiries between DCS inquiry data and NHES computerized wage, employer, and UC data files. This information is available from no other source and will assist DHHS in the detection of fraudulent claims for benefits.
- C. This MOU covers programs that fall under the authority of NH DHHS-DFA including but not limited to Food Stamps (FS), Temporary Assistance for Needy Families (TANF), and Medicaid. NH DHHS-DFA shall provide written notification to NHES identifying any new program and its purpose for which unemployment compensation (UC) data is viewed, and the statutory authority allowing NH DHHS-DFA to view confidential UC data. This section shall also apply to Article VI.
- D. DEFINITIONS - For purpose of this MOU:
1. Current Year Wage File means the available wage data reported for the existing calendar year, to date, once available for cross match.
 2. Disclose and Disclosure means the release of information or data, with or without the consent of the individuals to whom the information pertains.
 3. Employer File means the available database maintained by NHES on all current and former employing units subject to wage reporting in the State of New Hampshire.
 4. Prior Benefit Year File means the available record of UC benefits paid in the Benefit Year immediately preceding the current Benefit Year.
 5. Prior Year Wage File means the available wage data reported for the calendar year immediately preceding the current calendar year.
 6. Social Security Number (SSN) means the unique and unchanging nine-digit number used by the Social Security Administration throughout the individual's life.
 7. Unemployment Compensation Data or UC Data means information pertaining to benefits paid under the State Unemployment Compensation (UC) Program or any Federal Unemployment Compensation Program administered by NHES for the federal government, except that TAA – Federal assistance program shall not be reported.
 8. Wage Data means the available record of wages paid to employees and reported to NHES quarterly, as required by State law and Section 1137 of the Social Security Act.

E. PROCEDURES

1. New HEIGHTS Wage Record/Benefit Cross Match

- a. DCS will provide NHES with data files containing Social Security Numbers (SSNs) extracted from its system files. These files will be provided on both a daily and a monthly basis. Each finder file will adhere to the required format.
- b. NHES will match the finder file with current and prior benefit year files if necessary, and provide a reply file to DCS containing the UC data for all individual SSNs found on both the finder and benefit year files. The reply file will adhere to the required format.
- c. NHES will match the finder file with the current and prior year wage files if necessary, match hits with the employer file, and provide a reply file to DCS containing wage and employer data for all individual SSNs found on both the finder and wage files. The reply file will contain wage data for up to the most recent five years contained in the wage files. The reply file will adhere to the required format.
- d. NHES will provide reply files to DCS within one week of receipt of the finder file. It is the responsibility of NHES to inform and monitor the service delivery by the New Hampshire Office of Information Technology to meet this MOU requirement.
- e. NHES is not the originator of the wage data provided to DFA and cannot attest to the accuracy of the data. DCS as part of its verification process shall ensure the wage data provided by MOU or pertains to the applicant for, or recipient of, benefits by contacting the employers involved to confirm the data.

2. Wage Record Reporting for TANF High Performance Bonus Statistical Data

- a. To conform to the request of the Federal Administration of Children and Families, DCS will capture and report the data previously identified for use in claiming eligibility for TANF High Performance Bonus awards. NHES will continue to supply the necessary information in the manner historically identified and captured below.
 - i. DCS will provide, quarterly, NHES with data files containing two sets of Social Security Numbers (SSNs) extracted from their systems files. Each finder file will adhere to the required format.
 - ii. NHES will match the finder file with the specified year wage files if necessary, match hits with the employer file, and provide a reply file to DCS containing wage data for all individual SSNs found on both the finder and wage files. The reply file will contain wage data for the specified

quarter and year contained in the wage files, and this file will adhere to the required format.

- iii. NHES will provide reply files to DCS within one week of receipt of the finder files. It is the responsibility of NHES to inform and monitor the service delivery by the New Hampshire Office of Information Technology to meet this MOU requirement.

- b. NHES is not the originator of the wage data provided to DCS and cannot attest to the accuracy of the data.

VI. WAGE / BENEFIT RECORD REPORTING

- A. This section is for the purpose of providing wage and unemployment compensation benefit data in the possession of NHES to DHHS for the purpose of cross match against clients of DHHS. This MOU covers programs that fall under the authority of NH DHHS including but not limited to Food Stamps (FS), Temporary Assistance for Needy Families (TANF), Medicaid and Emergency Assistance. NH DFA shall provide written notification to NHES identifying any new program and its purpose for which unemployment compensation (UC) data is viewed, and the statutory authority allowing NH DHHS to view confidential UC data.
- B. In the event changes in either State or Federal law or regulations occur which render performance hereunder illegal, void, impracticable, or impossible, this section of the MOU will terminate immediately. DHHS will reimburse NHES for all costs incurred under this MOU within thirty (30) days of such termination.
- C. Definitions applicable to this section:
 - 1. The terms "Disclose" and "Disclosure" mean the release of information or data, with or without the consent of the individuals to whom the information pertains.
 - 2. The terms "Unemployment Compensation" or "UC" is defined as benefits payable under RSA 282-A and those paid by NHES under agreement with the U.S. Department of Labor, including Extended Benefits, Unemployment Compensation for Federal Employees, Unemployment Compensation for Ex-Servicemen, Trade Readjustment Allowance, Disaster Unemployment Assistance, and the Redwoods National Park Expansion Act.
 - 3. The terms "Unemployment Compensation Data" or "UC Data" mean information pertaining to benefits paid under the State Unemployment Compensation (UC) Program or any Federal Unemployment Compensation Program administered by NHES for the Federal Government.

4. The term "Current Benefit Year File" means the available record of UC benefits paid in the existing Benefit Year which means the one year period beginning with the first day of the week in which an individual files an initial claim for benefits and meets the earning requirements of RSA 282-A:25 or as modified under RSA 282-A:4.
5. The term "Prior Benefit Year File" means the available record of UC benefits paid in the Benefit Year immediately preceding the current Benefit Year.
6. The term "wage data" means the available record of wages paid to employees and reported to NHES quarterly, as required by State law and Section 1137 of the Social Security Act.
7. The term "current year wage file" refers to the available wage data reported for the existing calendar year, to date, once available for cross match.
8. The term "prior year wage file" refers to available wage data reported for the calendar year immediately preceding the current calendar year.
9. The term "employer file" refers to the available database maintained by NHES on all current and former employing units subject to wage reporting in the State of New Hampshire.
10. The acronym NHIFS refers to the New Hampshire Integrated Financial System, and any subsequent state-operated system installed and serving the same purpose as the New Hampshire Integrated Financial System.

D. Authority and Purpose

1. This MOU is entered into under the authority of NH RSA 282-A:112 and 282-A:118, III.
2. The purpose of this section of the MOU is to establish conditions, procedures, and safeguards for the disclosure of wage, employer, and UC data to DHHS by NHES. The data disclosed hereunder shall be used for no other purpose than that described in this MOU. The data exchange shall be accomplished by means of an automated cross match or individual inquiries between DHHS inquiry data and NHES computerized wage, employer, and UC data files. This information is available from no other source and will assist DHHS in verification of client eligibility, investigation of potential fraud and the verification of employment, receipt of wages and unemployment benefits.
 - a. Data obtained from NHES under this section will be used by the Bureau of Improvement, Integrity and Information, Special Investigations Unit for the purpose of the establishment of claims due to the over-issuances of public assistance benefits as a result of unreported employment and unemployment

compensation as well as for the purpose of identifying employers of individuals who have signed voluntary wage assignments or are subject to court ordered wage assignments for these claims.

- b. Data obtained from NHES under this section will be used by the Bureau of Improvement, Integrity and Information, Quality Assurance Unit to confirm wage information including sources of employment as well as amounts of weekly unemployment compensation benefits, both reported and unreported, for public assistance, food stamp, Medicaid and child care cases that have been selected for federally mandated quality control reviews.
- c. Data obtained from NHES under this section will be used by the Division of Client Services and the Division for Children, Youth and Families to verify wages and unemployment benefits, verify quarterly earnings, and to remedy any discrepancies resulting from the New HEIGHTS automated cross match detailed in Section V above and for no other purpose.

E. Individual Wage Record/Benefit Payment Inquiry Procedures:

- 1. DHHS will provide NHES with hardcopy lists or data files containing Social Security Numbers (SSNs) extracted from system files. These lists/data files will be provided as needed.
 - a. NHES will match the list with the current and prior benefit year files, if necessary, and provide hardcopy or data file output to DHHS containing the UC data for all individual SSNs found on both the lists and benefit year files.
 - b. NHES will match the lists with the current and prior year wages files, if necessary, and provide hardcopy or data file output to DHHS containing wage data for all individual SSNs found on both the lists and wage files. The hardcopy or data file output will contain wage data for up to the most recent five (5) years contained in the wage files.
 - c. NHES will provide hardcopy or data file output to DHHS within one (1) week of receipt of the lists.
 - d. NHES is not the originator of the wage data provided to DHHS and cannot attest to the accuracy of the data. DHHS, as part of its verification process, shall ensure the wage data provided by NHES pertains to the applicant for, or recipient of, benefits by contacting the employers involved to confirm the data.
- 2. NHES will additionally provide online access to wage and unemployment compensation benefit data to designated staff of the Division of Client Services, the Division for Children, Youth and Families, the Division of Child Support Services the

DHHS Bureau of Improvement, Integrity and Information, Special Investigations Unit and Quality Assurance Unit.

- a. The DCS Administrator of Field Operations, the DCYF Fiscal Administrator, Contract Administrator, the Administrator of the Special Investigations Unit and the Administrator of the Quality Assurance Unit will designate and request online access for their staff members through the DFA Contracts Administrator who will notify NHES when staff changes require removal of access privileges to the online data.
- b. NHES grants this access conditionally. DCS, DCYF and DCSS will cooperate with NHES to limit the number of DHHS personnel to whom direct access is granted. DHHS, through its contract administrator or other designated authorized representative will annually review with NHES through Colleen O'Neill, NHES Security Officer or her successor, the actual on-line use by DCS, DCYF and DCSS personnel and determine if access by particular individuals is, in fact, necessary in the day to day function of such individuals' job responsibilities. The number of personnel utilized by DCS, DCYF and DCSS will be reduced accordingly to advance the interests of efficiency, security and economy.
- c. This online access will consist of the ability to view employment data and unemployment compensation data for a minimum of 5 years by entering an individual's SSN. The online access will include ability to view employer addresses.

VII. WORK OPPORTUNITY TAX CREDIT VERIFICATION

- A. The Work Opportunity Tax Credit (WOTC) Program issues tax credits to an employer that employs an individual or a member of their household who has or is receiving TANF and/or Food Stamp benefits.
- B. To comply with the WOTC Program rules and regulations, DHHS/DCS will provide the WOTC Coordinator with access to the DHHS New HEIGHTS system to verify employer eligibility for the tax credits and the ability to print screens as verification documentation for federal audit purposes only.
- C. Access to the following screens in New Heights will be provided to the WOTC Coordinator:
 1. From the "Inquiry" screen – access to "Individual Information" screen;
 2. From the "Work Programs Inquiry" screen – access to "WP Individual Summary" screen; and

3. From the "Inquiry" screen – access to "Case/Assistance Group (AG) Information" screen.

VIII. PROTECTION OF CONFIDENTIALITY

A. DHHS and NHES shall adopt policies and procedures to ensure that information contained in their respective records and obtained from each other, or from others in carrying out their functions under this MOU, shall be used solely as provided in 45 USC 231 and 362, 42 USC 503, et seq., regulations promulgated there under, 7 CFR 272.1(c), and NH RSA 282-A:118, et seq.

B. It is agreed:

1. That NHES and DHHS will restrict access to the data to only those authorized employees and officials who need it to perform their official duties in connection with the intended uses within the confines of this Agreement;
2. That NHES will ensure that all MOU Staff have access to all systems to carry out necessary job duties as determined by the Attorney General's letter dated April 13, 2001;
3. To restrict access to the data to only those authorized employees and officials who require it to perform their official duties in connection with the intended uses within the confines of this MOU;
4. To 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;
5. To 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 access or retrieve the data by means of computer, remote terminal, or any other means;
6. That DHHS and NHES will not disclose to any individual or organization or duplicate any information received pursuant to this MOU except as permitted by 42 USC 503 et seq. and regulations promulgated there under; 5 USC 522, 5 USC 522a, Notes, Rules and Regulations promulgated there under; 7 CFR 272.1(c) and NH RSA 282-A:118, 119, 121, 125, and 159 II. NHES shall be advised by DHHS prior to any such disclosure or duplication and must agree in writing to any duplication or disclosure.
7. That DHHS will retain the identifiable UC and wage data received from NHES only for the period of time required for any processing related to the matching program and will then destroy the records unless the identifiable data must be retained in individual files to meet evidentiary requirements. In that event, DHHS will destroy the data in accordance with the Federal Records Retention Schedule. DHHS shall

- not create a separate file or system which consists of information concerning only those individuals who are involved in the specific matching program;
8. That both NHES and DHHS shall advise all personnel who will have access to the data of its confidential nature, the safeguards required to protect it and the civil and criminal sanctions for noncompliance contained in the applicable Federal and State statutes;
 9. To permit NHES and DHHS to make on-site inspections of each other's facilities to ensure that adequate safeguards are being maintained and the requirements of this MOU are being met;
 10. That DHHS will, within thirty (30) days of the effective date of this MOU and before any information is exchanged, provide to NHES a statement attesting that all personnel, including NH Department of Information Technology (NHDOIT) contract staff, having access to information provided by NHES have been advised of the confidentiality requirements of this MOU;
 11. That DHHS shall, prior to any exchange of information, provide the NHES Assistant to the Commissioner, who is in charge of internal security, with a list of all officials, employees, and NHDOIT contract staff, by position, who will have the authority to request, receive, and obtain information from NHES and shall keep such list current and accurate;
 12. That NHES shall, prior to any exchange of information, provide DHHS a list of all officials employees, and NHDOIT contract staff, by position, who will have the authority to request, receive, and obtain information from DHHS and shall keep such list current and accurate;
 13. That DHHS shall report to NHES, promptly and fully, any suspected or actual violation of the confidentiality requirements of this MOU; and
 14. That NHES will maintain a master confidentiality agreement with NHDOIT as NHDOIT staff process or will process all Wage & Benefit Crossmatch functions and will have access to other protected data in performing their duties under this MOU.

IX. COSTS

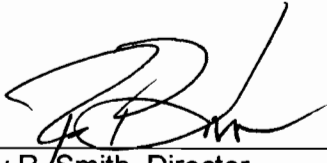
A. The detailed line item budget is as follows:

Budget Item	SFY 2014 Negotiated Agreement Budget	SFY 2015 Negotiated Agreement Budget
NHEP: On the Job Training	\$125,000	\$125,000
NHEP: OJT Administrative Cost	\$7,600	\$7,570

Crossmatch	\$12,000	\$12,000
Wage Record Reporting	\$47,676	\$47,676
Total	\$192,276	\$192,246

- B. Program Period: commencing July 1, 2013 through June 30, 2015. Subject to NHES and DHHS compliance with the terms and conditions of this MOU, the NH DHHS shall reimburse NHES for the actual agreed upon costs of On-the-Job Training, automated systems Cross-matches and Wage Record Reporting, and reasonable, negotiated administrative expense incurred in the performance of this MOU. The total amount of all payments made to NHES for costs and expenses incurred in the performance of this MOU shall not exceed \$192,276 in SFY 2014 and \$192,246 in SFY 2015.
- C. Invoices shall be submitted to DHHS within twenty (20) working days following the end of the month during which the MOU activities were completed, and the final invoice shall be due to DHHS no later than sixty (60) days after the MOU completion date. These dates will remain flexible recognizing that certain costs, such as contractual services performed by the NHDOIT, may not be readily available to comply with this section.
- D. Payments shall be made after receipt of an invoice in a mutually agreed upon format. DHHS will review the invoice and confirm sufficient funds are in the budget to cover the costs and expenses incurred in the performances of the services
- E. This budget is based on current business structure and processes. Should there be a change in structure or processes, the budget may be adjusted accordingly.
- F. All services in this MOU are subject to change based on federal or state regulatory changes to the Temporary Assistance to Needy Families (TANF) Block Grant Program, the Food Stamp Program, the Child Support Program, the Foster Care Program or the New Hampshire Employment Program. If changes to the scope of service are necessary as a result of regulatory changes, NHES and DHHS will enter into good-faith negotiations of the services and the costs associated with the services provided under this MOU. DHHS and NHES will review the actual cumulative costs associated with this MOU on a quarterly basis. Should either party project that a funding deficit is likely to occur on or before June 30, 2015, both parties agree to either seek a MOU amendment with Governor and Council approval, to increase levels of funding for the MOU, reduce the level of services provided under this MOU, or both.

X. SIGNATURES



Terry R. Smith, Director
Division of Family Assistance
NH Department of Health & Human
Services

Date:

STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On this the 22 day of May 2013, before me, Kimberly A. Dionne
the undersigned officer, personally appeared Terry R. Smith, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Kimberly A. Dionne
My Commission Expires July 16, 2013



George Copadis
Commissioner
NH Employment Security

Date: June 14, 2013

STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On this the 14th day of June 2013, before me, Richard J. Lavers
the undersigned officer, personally appeared George Copadis, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Richard J. Lavers
My Commission Expires July 28, 2015

Memorandum of Understanding
Department of Health & Human Services
New Hampshire Employment Security

RICHARD J. LAVERS, Notary Public
My Commission Expires July 28, 2015

Tashia Blanchard

Tashia Blanchard
Administrator
Bureau of Improvement, Integrity and
Information
NH Department of Health & Human
Services

Date:

STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK

On this the 23 day of May 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared TASHIA BLANCHARD, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Theresa M. Jones
My Commission Expires _____

THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017

Maggie Bishop

Maggie Bishop
Director, Division for
Children, Youth and Families
NH Department of Health &
Human Services

Date:

STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK

On this the 12 day of JUNE 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared MAGGIE BISHOP, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Theresa M. Jones
My Commission Expires _____

THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017



Carol Sideris
Director, Division of Client
Services
NH Department of Health &
Human Services

Date:

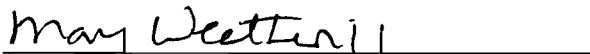
STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On this the 22 day of May 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Carol Sideris, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Theresa M. Jones
My Commission Expires _____

THERESA M. JONES, Notary Public
My Commission Expires September 19, 2017



Mary Weatherill
Director, Division of Child Support Services
NH Department of Health & Human
Services

Date:

STATE OF NEW HAMPSHIRE, COUNTY OF Merrimack

On this the 23 day of May 2013, before me, Theresa M. Jones
the undersigned officer, personally appeared Mary Weatherill, known to me
(or satisfactorily proven) to be the person whose name subscribed to the within instrument, and
acknowledged that he/she executed the same for the purposes therein contained.

In witness thereof I hereto set my hand and official seal

Notary Public Theresa M. Jones
My Commission Expires _____

Memorandum of Understanding
Department of Health & Human Services
New Hampshire Employment Security
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ATTACHMENT A
Statement of Confidentiality

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Health and Human Services (DHHS), including agencies under contract with DHHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past recipient of assistance from any Departmental program is considered confidential information. Information about a client may be shared among staff of DHHS (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services; this may include programs administered by other divisions such as DCYF or DCSS.

No information is to be shared outside of DHHS (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DHHS shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

I _____ have read and understand this statement and I agree to
abide by it.
(print name)

Signature

Date

Organization