



Lori A. Weaver  
Interim Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

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May 30, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a memorandum of understanding with New Hampshire Employment Security (VC# 302587-B002), Concord, NH, in the amount of \$72,000 for staff to assist the Department in the Administrative Appeals process, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through December 31, 2024. 38% Federal Funds. 62% General Funds.

Funds are available in the following account.

**05-95-95-952010-56830000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: LEGAL & REGULATORY SERVICES, OPERATIONS SUPPORT ADMIN**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	049-584995	Transfers to Other State Agencies	TBD	\$72,000
			<b>Total</b>	<b>\$72,000</b>

**EXPLANATION**

This Memorandum of Understanding request is to provide funding to New Hampshire Employment Security (NHES) to pay NHES staff who assist the Department in the Administrative Appeals Unit. Due to the volume of the work and need to respond quickly to the expiration of the public health emergency, the Department needs additional support to process appeals timely.

The New Hampshire Employment Security will compensate its staff for their regular hours worked in accordance with the Department of Administrative Services' rules and guidelines.

As referenced in the Memorandum of Understanding, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will be unable to process appeals in a timely manner, which may result in the Department not being in compliant with NH Statutes and Administrative Rules.

Source of Federal Funds: 38% Federal Funds. 62% General Funds.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES



AND

NEW HAMPSHIRE EMPLOYMENT SECURITY

MOU-2023-OCOM-04-STAFF-01

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Employment Security (NHES), 45 South Fruit Street, Concord, New Hampshire 03301 (referred to as the "Parties").
- 1.2. DHHS Administrative Appeals Unit reviews documentary evidence, hears testimony under oath from individuals, and issues written final DHHS legal decisions that may confirm or reverse the original determinations made by DHHS program offices. Due to Medicaid Unwind, DHHS is anticipating an increase in workload. NHES is able to temporarily provide experienced staff from NHES to DHHS to assist in the Administrative Appeals process.
- 1.3. The purpose of this MOU is for DHHS to compensate NHES employees for hours worked for DHHS to assist in the Administrative Appeals process.
- 1.4. In connection with the performance of this MOU, the DHHS and NHES shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU effective upon Governor and Executive Council Approval.
- 2.2. Price Limitation: The MOU shall not exceed \$72,000.
- 2.3. Duration: The duration of this MOU is from the Effective Date through December 31, 2024. The parties may extend this MOU for up to one (1) year at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, review by the Office of the Attorney General, and appropriate Governor and Council approval.
- 2.4. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the parties, review by the Office of the Attorney General, and Governor and Council approval.
- 2.5. Termination: Either party may unilaterally terminate this MOU upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY

- 3.1. NHES agrees to:
  - 3.1.1. Provide DHHS with two (2) staff members whom volunteer to participate in this project that will work for up 37.5 hours per week, as agreed upon by both parties, per employee. The hours will occur within the employees normal work schedule and will not be considered overtime.
  - 3.1.2. Adhere to DHHS confidentiality policies, 'Business Use and Confidentiality Agreement' and complete all required security trainings.



**3.1.3. Send a bi-weekly invoice to DHHS:**

Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
[beth.kelly@dhhs.nh.gov](mailto:beth.kelly@dhhs.nh.gov)

**4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**4.1. The DHHS agrees to:**

- 4.1.1. Compensate staff for each hour of work completed, as part of their regular scheduled work hours, up to 37.5 hours per week per employee and track the hours NHES employees worked. The rate will vary from \$30.42 per hour to \$43.51/per hour, contingent on the employees designated labor grade, as determined by the Department of Administrative Services, not to exceed the Price Limitation specified in Subsection 2.2 above..
- 4.1.2. Provide training, software and hardware required to support NHES staff, including but not limited to a laptop, zoom access, and Virtual Private Network (VPN).

**5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:**

- 5.1. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon the availability and continued need of staff to assist the Department with the Medicaid Unwind efforts.
- 5.2. Employees assigned by NHES shall be considered employees of NHES for all matters incident to the performance of services provided pursuant to this MOU.
- 5.3. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
- 5.4. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 5.5. The parties agree that the obligations, agreements and promises made under this MOU are not intended to be legally binding on the parties and are not legally enforceable.
- 5.6. Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 5.7. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 5.8. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 5.9. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.



**Memorandum of Understanding Between DHHS and NHES  
MOU-2020-DPHS-02-LABOT**

**APPROVALS:**

*Lori Weaver*  
Name: Lori Weaver  
Title: Commissioner  
NH Department of Health and Human Services

Date 5/3/23

*Ann Marie*  
Name:  
Title:  
New Hampshire Employment Security

Date 6/1/23

The preceding Memorandum of Understanding, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

6/2/2023  
Date:

DocuSigned by:  
*Robyn Guarino*  
748734844941480  
Name: Robyn Guarino  
Title: Attorney

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

          
Date:

          
Name:  
Title: