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Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 13, 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, Division of Economic Stability, to amend an existing memorandum of understanding with New Hampshire Employment Security (NHES) (VC# 99459), Concord, New Hampshire, for access to eligibility determination data for public assistance programs and for the administration of the On-the-Job (OJT) training services, by increasing the price limitation by $1,161,142 from $902,701 to $2,063,843 and by extending the completion date from June 30, 2023 to June 30, 2027, effective July 1, 2023, upon Governor and Council approval. 80% Federal Funds. 20% General Funds.

The original Memorandum of Understanding was approved by Governor and Council on June 19, 2019, item #30 and amended with Governor and Council approval on June 30, 2021, item #42.

Funds are anticipated to be available in State Fiscal Years 2024, 2025, 2026, and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	049-584927	Transfer to Other State Agencies	TBD	$201,400	$0	$201,400
2021	049-584927	Transfer to Other State Agencies	TBD	$201,400	$0	$201,400
2022	049-584927	Transfer to Other State Agencies	TBD	$249,191	$0	$249,191

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2023	049-584927	Transfer to Other State Agencies	TBD	$250,710	$0	$250,710
2024	049-584927	Transfer to Other State Agencies	TBD	$0	$276,571	$276,751
2025	049-584927	Transfer to Other State Agencies	TBD	$0	$280,571	$280,751
2026	049-584927	Transfer to Other State Agencies	TBD	$0	$302,000	$302,000
2027	049-584927	Transfer to Other State Agencies	TBD	$0	$302,000	$302,000
			Total	**$902,701**	**$1,161,142**	**$2,063,843**

EXPLANATION

The purpose of this request is for New Hampshire Employment Security (NHES) to continue to provide employment-related information to the Department of Health and Human Services (the Department). New Hampshire RSA 282-A:112 and RSA 282-A:118, III authorizes NHES to enter into agreements for the purpose of establishing and maintaining free public employment offices (local offices to provide unemployment and re-employment services) and to provide confidential employment-related information to State agency personnel if such information will aid in the performance of such personnel's official public duties. New Hampshire RSA 161-B:7, III authorizes the Department to collect information regarding individuals and parents to administer programs under Title IV, Parts A, B, D, and E (Temporary Assistance for Needy Families; Child and Family Services; Child Support and Establishment of Paternity; and Foster Care, Prevention, and Permanency, respectively), Title XIX (Medical Assistance Programs), Title XX (Social Services Block Grants), and Title XXI (State Children's Health Insurance Program). Additionally, RSA 167:83, V authorizes the Department to enter into an agreement with NHES to carry out aspects of the New Hampshire Employment Program (NHEP).

The Memorandum of Understanding (MOU) continues the cost sharing arrangement for the Department's access to NHES data, On-the-Job (OJT) Training services, and allocated administrative costs to support the Workforce Innovation and Opportunity Act (WIOA) state plan. NHES will continue to provide automated wage record and unemployment benefit payment crossmatch data to match the Department claims, which is used to determine eligibility for public assistance programs. The MOU also ensures the continuation of federal and state-mandated NHEP activities, including administration of OJT contracts with New Hampshire employers. NHES will also have access to the Department's New HEIGHTS system to verify employer eligibility for the Work Opportunity Tax Credit Program and to obtain necessary documentation.

In addition, NHES and the Department will collaborate on development of a New HEIGHTS system function to collect performance outcomes for Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) and NHEP for participants currently

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receiving benefits and post-benefits, to measure the effectiveness of initiatives intended to reduce the impact of the Cliff Effect.

Approximately 200,000 individuals are impacted annually for the crossmatch. Approximately 1,000 individuals are impacted annually for active and post-benefit performance measures for SNAP E&T and NHEP.

The Department will monitor services by:

- Conducting monthly programmatic and fiscal monitoring of OJT activities to ensure compliance with Department policies and procedures.
- Monitoring Department use of the New Hampshire Unemployment Insurance System (NHUIS) and NH Wage systems.
- Performing annual reviews of Department users authorized to access the NHUIS and NH Wage systems.

Should the Governor and Council not authorize this request, there may be delays in providing public assistance benefits to individuals and in determining their eligibility due to the increased staff time to manually obtain third-party verification of unemployment benefits. Not having access to this data will also result in case errors, which may result in the over- or under-issuance of public assistance benefits. These errors will negatively impact the Department's performance with respect to federal regulations and the Department could face financial penalties. Loss of access to OJT program activities may also result in individuals remaining on public assistance programs longer, and may reduce employment candidates for New Hampshire employers.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.558, FAIN 2101NHTANF.

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

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the On-The-Job-Training Contracts Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and New Hampshire Employment Security ("NHES") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on June 19, 2019, (Item #30), as amended on June 30, 2021, (Item #42), the parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

1. Modify Form MOU 1, Interagency Memorandum of Understanding, by replacing it in its entirety.

All terms and conditions of the MOU and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/13/2023
Date

DocuSigned by:
Karen Hebert
828C6CEB1B4A418
Name: Karen Hebert
Title: Division Director

New Hampshire Employment Security

6/13/23
Date

Name: George N. Copadis
Title: Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
748734844941460

6/14/2023
Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY AND THE BUREAU OF PROGRAM INTEGRITY
AND
NEW HAMPSHIRE EMPLOYMENT SECURITY

I. PURPOSE, LEGAL AUTHORITY, AND DEFINITIONS

A. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Economic Stability (DES) and the Bureau of Program Integrity (BPI), and New Hampshire Employment Security (NHES). The purpose of the MOU is to establish terms, conditions, and requirements, for the disclosure of wage, employer, and Unemployment Compensation (UC) data by NHES to DHHS, and vice versa, and to explain the respective roles of each agency in conducting:

B. Computer Crossmatch services, including NHES administered UC data, for DHHS public assistance programs, including use by DHHS-BPI for fraud investigation. This information is available from no other source and will assist DHHS in:

i. Determination of eligibility for public assistance programs;

ii. Detection of fraudulent claims for benefits;

iii. Remedying any discrepancies resulting from the New HEIGHTS automated crossmatch;

iv. Determination of performance outcomes for DHHS work programs.

i. On-the-Job Training (OJT) component of the New Hampshire Employment Program (NHEP); and

ii. Current and post-exit performance measures for up to one (1) year following a DHHS client's exit from:

a. NHEP; and

b. Supplemental Nutrition Assistance Program Employment & Training (SNAP

E&T).

C. Legal Authority

a. This MOU is entered into under the authority of 42 USC 503; NH RSA 282-A:112; RSA 282-A:118, III; and RSA 161-B:7, III.

D. Definitions

a. Wage Record/Benefit Payment Crossmatch and Reports, including UC data:

i. **Current Benefit Year File** means the available record of UC benefits paid in the existing Benefit Year, which means the one (1) 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.

ii. **Current Year Wage File** means the available wage data reported for the existing calendar year, to date, once available for crossmatch.

b. **Disclose and Disclosure** means the release of information or data, with or without the consent of the individuals to whom the information pertains.

c. **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.

d. **Finder File** means the file identifying the DHHS clients NHES data must be cross-matched against.

e. **Prior Benefit Year File** means the available record of UC benefits paid in the Benefit Year immediately preceding the current Benefit Year.

f. **Prior Year Wage File** means the available wage data reported for the calendar year immediately preceding the current calendar year.

g. **Social Security Number (SSN)** means the unique and unchanging nine-digit number used by the Social Security Administration throughout the individual's life. Within the terms of this MOU, SSNs are provided by clients to DHHS; there is not an exchange of information with the Social Security Administration to obtain SSNs.

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h. **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 the Trade Adjustment Assistance (TAA) federal assistance program must not be reported.

i. **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.

II. GENERAL RESPONSIBILITIES

A. NHES must collaborate with the DHHS Agreement Administrator to ensure the coordination and delivery of services relevant to DHHS's public assistance programs, which may include, but are not limited to, Supplemental Nutritional Assistance Program (SNAP), including SNAP E&T, Temporary Assistance for Needy Families (TANF), including NHEP, Medicaid, State Supplement Program (SSP), New Hampshire Child Care Scholarship, and Emergency Assistance.

B. Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, the NHES shall deliver to DHHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

C. In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

D. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds from SOURCE OF FUNDS are reduced or become unavailable.

E. The Parties may agree to changes limited to adjusting amounts within the price limitation

and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

F. NHES must disclose wage, employer, and unemployment compensation data to DHHS. NHES agrees to deliver data described in accordance with Section III, *Procedures*, of this MOU.

G. NHES must inform NH DHHS Information Security immediately upon its notification of a State or Federal audit involving NH DHHS data under its custodianship.

H. NHES must collaborate and coordinate with the NH DHHS Information Security Officer or designee prior to responding to any engaging in state or federal audits under this MOU.

I. NHES agree to work with NH DHHS Information Security and NH DoIT-DHHS IT Lead to provide timely responses and corrective action after receiving an audit finding, assessment, or report.

J. Audit corrective action is limited to those findings that are within the control of NHES.

K. An NHES Agreement Administrator must be designated by NHES to act as liaison with DHHS and be responsible for the overall management and coordination of this MOU and audits associated with this MOU or the data received as a result of this MOU. The NHES Agreement Administrator must oversee the MOU and must be responsible for:

i. Interfacing directly with the DHHS Agreement Administrator designee;

ii. Providing data, information, and reports to DES using the DHHS-DES inter-agency I:Drive sub-folder created for this MOU;

iii. Following DHHS security requirements, policies, standards, procedures, and use agreements pertaining to the data, systems, and transmission of the data;

iv. Ensuring NHES workforce who have or could have access to DHHS data complete the DHHS Compliance Training, managed by DHHS Information Security prior to accessing DHHS data;

v. NHES audits associated with this MOU or the data received as a result of this MOU; Interfacing directly with the DHHS Agreement Administrator and the DHHS

Information Security Officer/designee on security related matters and audits;

vi. Immediately submitting a Help Desk ticket for information security incidents relating to DHHS data;

vii. Working with DHHS to write the Data Management Plan for this MOU, using the DHHS Data Management Plan template; and

viii. Ensuring continuous delivery of services during personnel vacancies.

L. NHES will additionally provide online access to wage and unemployment compensation benefit data to designated DHHS staff.

i. DHHS will designate and request online access for their staff members through the DHHS designee who will notify NHES when staff changes require removal of access privileges to the online data.

ii. NHES grants this access conditionally. DHHS will cooperate with NHES to limit the number of DHHS personnel to whom direct access is granted. DHHS, through its designated authorized representative, will annually review with NHES through the Assistant to the Commissioner, or her successor, the online use by DHHS personnel and determine if continued access for a user is, in fact, necessary to fulfil their position responsibilities. The number of personnel utilized by DHHS will align with DHHS minimum necessary requirements, security, and business need.

iii. This online access will consist of the ability to view employment data and unemployment compensation data for a minimum of five (5) years by entering an individual's SSN. The online access will include ability to view employer addresses.

III. REPORTING REQUIREMENTS

A. Reporting requirements for this MOU will be identified and managed through the Data Management Plan developed collaboratively between NHES and NH DHHS. Reporting requirements will include, but not be limited to:

i. A separate "Description of Data Being Shared" section within the DMP for each use identified in this MOU. Each section will include but not be limited to:

a. Naming data source Systems of Records.

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b. List of data elements being requested (e.g., first name, maiden name, employer).

c. Timing of when reports are requested and required by the respective agencies.

d. Operational time factors (e.g., static, dynamic, real-time, near-time, etc.).

e. Method of data transmission between the agencies.

ii. The Data Management Plan will include requirements for:

a. New HEIGHTS Wage Record/Benefit Payment Crossmatch and Reports, Including UC Benefit and Wage Data.

b. TANF and SNAP Work Program Performance Reports

c. Bureau of Program Integrity (BPI) Reports

iii. Individual Wage Record/Benefit Payment Inquires

a. Provide monthly reporting of the open and closed OJT client work agreements.

b. It is understood 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, must 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.

IV. NEW HAMPSHIRE EMPLOYMENT PROGRAM (NHEP) ON-THE-JOB TRAINING (OJT) AGREEMENTS

A. DHHS and NHES must have joint responsibility for the administration of the OJT Agreements.

B. The OJT rules, policy, and procedures released for the NHEP program, as well as DHHS Department policies, standards, and procedures will govern the OJT placements.

C. DHHS Legal will develop, in collaboration with DHHS Information Security, the OJT client work agreement template

D. DHHS responsibilities for OJT client work agreements must include:

i. Creation of the OJT client work agreement template by DHHS Legal, in collaboration with DHHS Information Security.

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ii. Maintain the electronic versions of OJT DHHS work agreements, forms, and brochures and revise and distribute as necessary.

iii. Maintain a work agreement and contract inventory.

iv. Review OJT client work agreements for accuracy and provide approved employer OJT client work agreements to NHES.

v. Provide NHES designee with de-obligations notices associated with each OJT client work agreements.

E. NHES responsibilities for OJT client work agreements must include:

i. Maintain the records of approved OJT client work agreements; ensure employers receive original and signed OJT client work agreements; and ensure DHHS designee receives a copy of the original signed OJT client work agreements.

ii. Process timely payment of employer invoices and ensure DHHS designee receives a copy of all completed invoices to include employee evaluations associated with each invoice and provided by employers.

iii. Assist employers with all invoicing questions they may have and track all delinquent OJT invoices associated with each OJT client work agreements.

iv. Provide employers with late invoice notices and final de-obligation notice in a time frame agreed upon by DHHS and NHES.

v. Report de-obligated amounts to the DHHS designee and update tracking sheets accordingly.

V. WORK OPPORTUNITY TAX CREDIT VERIFICATION

A. The NHES Work Opportunity Tax Credit (WOTC) Program issues tax credits to an employer that employs an individual or a member of the individual's household who has or is receiving TANF and/or SNAP benefits.

B. To comply with the WOTC Program rules and regulations, DHHS 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.

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C. Access to the following screens in New HEIGHTS will be provided to the WOTC Coordinator:

i. From the "Inquiry" screen – access to "Individual Information" screen.

ii. From the "Work Programs Inquiry" screen – access to "WP Individual Summary" screen.

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

iv. Access Requirements for the WOTC Coordinator to New HEIGHTS system and management of the data by the WOTC program will be identified in the Data Management Plan for this MOU.

VI. DATA PRIVACY AND SECURITY REQUIREMENTS

A. DHHS NHES, and DoIT must review its policies and procedures to ensure that information contained in their respective records and obtained from each other, or from authorized individuals in carrying out their functions under this MOU, is 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:

i. That NHES and DHHS will restrict access to the data to only those authorized individuals who need it to perform their official duties in connection with the intended uses within the confines of this Agreement,

ii. That NHES will ensure that all staff authorized to access DHHS data as a result of this MOU have access to all systems to carry out necessary job duties associated with fulfillment of the requirements of this MOU.

iii. To store the data in an area that is physically safe from access by unauthorized individuals during duty hours as well as non-duty hours or when not in use.

iv. To safeguard data as directed by federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR Pts. 160 & 164 and 45

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CFR 205.50 Safeguarding information for financial assistance programs.

v. 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. 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 must be advised by DHHS prior to any such disclosure or duplication and must agree in writing to any duplication or disclosure.

vi. 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 must not create a separate file or system which consists of information concerning only those individuals who are involved in the specific matching program.

vii. That both NHES and DHHS must advise all authorized 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.

viii. 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.

ix. 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.

x. That DHHS must, 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 must keep such list current and accurate.

xi. That NHES must, prior to any exchange of information, provide DHHS an email list of all NHES and NHDOIT workforce members (employees and affiliates (non-NH State employees such as contractors, unpaid interns, auditors), by role, who will have authority from NHES to request, receive, and obtain information from DHHS and must keep such list current and accurate.

xii. Prior to DHHS granting access to DHHS systems or data all NHES and NH DOIT workforce members identified by NHES to DHHS must first complete the DHHS initial or annual online security and compliance training as well as the DHHS initial and annual cybersecurity training.

xiii. That DHHS must report to NHES, promptly and fully, any suspected or actual violation of the confidentiality requirements of this MOU to the DoIT Central Help Desk, per DHHS and NH DOIT's Security Incident Reporting Procedure and DHHS Policy.

VII. COSTS

A. The detailed line item budget is as follows:

Budget Item	Negotiated Agreement Budget			
	SFY 2020	SFY 2021	SFY 2022	SFY 2023
NHEP: On the Job Training	$125,000	$125,000	$150,000	$150,000
NHEP: OJT Administrative Cost	$8,700	$8,700	$17,193	$18,001
Crossmatch	$13,200	$13,200	$13,860	$14,571
Wage Record Reporting	$54,500	$54,500	$68,138	$68,138
Total	**$201,400**	**$201,400**	**$249,191**	**$250,710**

Budget Item	Negotiated Agreement Budget			
	SFY 2024	SFY 2025	SFY 2026	SFY 2027
NHEP: On the Job Training	$180,000	$181,000	$190,000	$190,000
NHEP: OJT Administrative Cost				
Crossmatch	$14,571	$14,571	$17,000	$17,000
Wage Record Reporting	$82,000	$85,000	$95,000	$95,000
Total	**$276,571**	**$280,571**	**$302,000**	**$302,000**

B. Program Period: commencing July 1, 2019 through June 30, 2027. Subject to NHES and DHHS compliance with the terms and conditions of this MOU, DHHS must reimburse NHES for the actual agreed upon costs of On-the-Job Training, automated systems crossmatches 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 must not exceed $201,400 in SFY 2020; $201,400 in SFY 2021; $249,191 in SFY 2022; $250,710 in SFY 2023; $276,571 in SFY 2024; $280,571 in SFY 2025; $302,000 in SFY 2026; and $302,000 in SFY 2027.

C. Invoices must 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 must be due to DHHS no later than forty (40) days after the MOU completion date. These dates will remain flexible recognizing that certain costs, such as services performed by the NHDOIT, may not be readily available to comply with this section.

D. Payments must be made after receipt of 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 any of DHHS's public assistance programs. 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, 2027, both parties agree to either seek an MOU amendment with Governor and Executive Council approval to increase levels of funding for the MOU, reduce the level of services provided under this MOU, or both.

VIII. CONTRACT MANAGEMENT REVIEWS

A. All parties to this agreement must make it known to the DHHS designee when there is a need to meet to discuss planning or changes to the scope of service, or to resolve any issues in performance of the duties defined in this Agreement.

i. In response to a request for meeting, the DHHS designee must develop an agenda, establish a meeting place and time for discussion, and assemble all interested parties.

ii. Agenda items must be submitted to the DHHS designee seven (7) days in advance of the meeting date and the agenda must be distributed no less than two (2) days in advance of the meeting date.

B. The NHES contacts for this agreement are:

i. Security and Agreement Content:

Eleanor Goodbread – 603-228-4073

ii. Billing:

Jill Revels – 603-229-4449

iii. Director, Employment Service Bureau:

Sarah Morrissey – 603-228-4053

C. The DHHS contact for this agreement are:

i. Agreement Content:

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Finance Director, Division of Economic Stability:

Rebecca Lorden – 603-271-9611

Information Security and Privacy:

Liz Gillett, Deputy Information Security Officer

Cathy Bernhard, Privacy Officer

DHHS System Issue

Adam LeCain

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IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/13/2023
Date

DocuSigned by:
Karen Hebert
828C6CEB1B4A416...
Name: Karen Hebert
Title: Division Director

New Hampshire Employment Security

6/13/23
Date

Name: George N. Copadis
Title: Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
74B734B44941460...

6/14/2023
Date

Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 9, 2021

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, Division of Economic and Housing Stability, to amend an existing Memorandum of Understanding (MOU) with New Hampshire Employment Security (NHES), Concord, New Hampshire (Vendor #99459) for access to eligibility determination data for public assistance programs and for the administration of the On-the-Job (OJT) training services, by increasing the price limitation by $499,901 from $402,800 to $902,701 and extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 80% Federal Funds. 20% General Funds.

The original Memorandum of Understanding was approved by Governor and Council on June 19, 2019, item #30.

Funds are anticipated to be available in the following account for State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-045-450010-61270000-049-584927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	049-584927	Transfer to Other State Agencies	TBD	$201,400	$0	$201,400
2021	049-584927	Transfer to Other State Agencies	TBD	$201,400	$0	$201,400
2022	049-584927	Transfer to Other State Agency	TBD	$0	$249,191	$249,191
2023	049-584927	Transfer to Other State Agency	TBD	$0	$250,710	$250,710
			Total	**$402,800**	**$499,901**	**$902,701**

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EXPLANATION

The purpose of this request is for New Hampshire Employment Security (NHES), authorized by New Hampshire RSA 282-A:112 and RSA 282-A:1 18, III to continue entering into agreements for the purpose of establishing and maintaining free public employment offices (local offices to provide unemployment and re-employment services) and to provide confidential employment related information to state agency personnel if such information will aid in the performance of such personnel's official public duties. New Hampshire RSA 161-3.7, III authorizes the Department of Health and Human Services to collect information regarding individuals and parents to administer programs under Title IV, Parts A, B, D and E (Transitional Assistance to Needy Families, Child and Family Services, Child Support and Establishment of Paternity, Foster Care and Adoption Assistance respectively), Title XIX (Medical Assistance Programs), Title XX (Social Services Block Grants), and Title (State Children's Health Insurance Program). Additionally, RSA 167:83 V authorizes the Department of Health and Human Services to enter into an agreement with NHES to carry out aspects of the New Hampshire Employment Program (NHEP).

The Memorandum of Understanding (MOU) continues the cost sharing for the Department's access to NHES data, On-the-Job-Training services and allocated administrative costs. NHES will continue to provide automated wage record and unemployment benefit payment cross match data to the Department. The data is used by the Department to verify applicant and recipient income for eligibility determination in the aforementioned public assistance programs and to detect fraudulent claims. The MOU also ensures the continuation of State-mandated New Hampshire Employment Program activities, including the administration of On the Job Training (OJT) contracts with New Hampshire employers. Lastly, the MOU provides NHES with access to the Department's New HEIGHTS public assistance eligibility system for activities pertaining to the Work Opportunity Tax Credit Program. With this access, NHES verifies employer eligibility for the tax credit and secures verification documentation.

The MOU, which does not include renewal language, is being extended beyond the initial completion date. NHES provides these services, as authorized under state law, to effectively deliver several federal and state funded programs. As such, these services are not subject to the competitive bidding.

Should the Governor and Executive Council not approve this request, individuals who receive public assistance may not receive their benefits timely and numerous delays in eligibility determination may occur. It will take longer to obtain third party verification of unemployment benefits without having direct access to NHES data, which results in increased staff time for the Department versus utilizing an automated cross match system. Not having access to this data will also result in case errors, which will result in the over issuance of financial assistance and supplemental nutritional assistance program benefits, and improperly providing Medicaid to individuals who may not be eligible. These errors will negatively impact the Department's performance with respect to federal regulations and the Department could face financial penalties. Loss of access to OJT program activities may also result in individuals remaining on public assistance programs longer, and may reduce New Hampshire employers' access to affordable trainees.

Area served: Statewide (A minimum of 180,000 beneficiaries are impacted annually.)

Source of Funds: CFDA #93.558, FAIN #2101NHTANF

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the On the Job Training Memorandum of Understanding

This 1st Amendment to the On the Job Training Memorandum of Understanding (MOU) (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Employment Security (hereinafter referred to as the "NHES"), a State agency with a place of business at 45 S Fruit St, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "MOU") approved by the Governor and Executive Council on June 19, 2019 (Item #30), NHES agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, the parties agree to modify the terms of the MOU and increase the price limitation to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the parties hereto agree to amend as follows:

1. Modify Section IV, Contract Management Reviews, Subsection B, Subparagraph i, to read:

   i. Sarah Morrissey – 603-228-4053

2. Modify Section IX, Costs, Subsection B, to read:

   B. Program Period: commencing July 1, 2019 through June 30, 2023. 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 $201,400 in SFY 2020, $201,400 in SFY 2021, $249,191 in SFY 2022 and $250,710 in SFY 2023.

3. Modify Section IX, Costs, Subsection F, to read:

   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 Supplement Nutrition Assistance Program (SNAP), 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, 2023, both parties agree to either seek a MOU amendment with Governor and Executive Council approval, to increase levels of funding for the MOU, reduce the level of services provided under this MOU or both.

New Hampshire Department of Health and Human Services
On the Job Training

4. Modify Section IX, Costs, Subsection A, to read:

   A. The detailed line item budget is as follows:

Budget Item	SFY 2020 Negotiated Agreement Budget	SFY 2021 Negotiated Agreement Budget	SFY 2022 Negotiated Agreement Budget	SFY 2023 Negotiated Agreement Budget
NHEP: On the Job Training	$125,000.00	$125,000.00	$150,000.00	$150,000.00
NHEP: OJT Administrative Cost	$ 8,700.00	$ 8,700.00	$ 17,193.00	$ 18,001.00
Crossmatch	$ 13,200.00	$ 13,200.00	$ 13,860.00	$ 14,571.00
Wage Record Reporting	$ 54,500.00	$ 54,500.00	$ 68,138.00	$ 68,138.00
Total	**$201,400.00**	**$201,400.00**	**$249,191.00**	**$250,710.00**

DS
Agency Initials GL
Date 6/17/2021

New Hampshire Department of Health and Human Services
On the Job Training

All terms and conditions of the MOU not inconsistent with this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

DocuSigned by:
Christine Santaniello
Christine Santaniello, Director
Division of Economic and Housing Stability

6/10/2021
Date

DocuSigned by:
Lori A. Weaver for
Lori Shibinette, Commissioner
New Hampshire Department of
Health and Human Services

6/10/2021
Date

DocuSigned by:
George N. Copadis
George N. Copadis, Commissioner
New Hampshire Department of
Employment Security

6/10/2021
Date

New Hampshire Department of Health and Human Services
On the Job Training

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

OFFICE OF THE ATTORNEY GENERAL

6/10/2021
Date

DocuSigned by:
D6CA0202E32C4AE...

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 30, 2019

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, Division of Economic & Housing Stability, to enter into a Memorandum of Understanding (MOU) with New Hampshire Employment Security (NHES), 45 South Fruit Street, Concord, New Hampshire 03301 (Vendor #99459), for access to eligibility determination data for public assistance programs and for the administration of the On-the-Job (OJT) training services, in an amount not to exceed $402,800 effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2021. 80% Federal Funds, 20% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Year (SFY) 2020 and SFY 2021 upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-045-450010-61270000-049-584927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

State Fiscal Year	Class/Account	Class Title	Budget Amount
2020	049-584927	Transfer to Other State Agencies	$201,400
2021	049-584927	Transfer to Other State Agencies	$201,400
		Total	**$402,800**

EXPLANATION

The purpose of this request is for the Department and New Hampshire Employment Security (NHES) to provide these services, authorized under state law, required to effectively deliver several Federal and State funded programs. As such, these services are not subject to the competitive bidding requirement of ADM.31.1.07 and cannot lapse.

New Hampshire Employment Security is authorized by New Hampshire RSA 282-A:112 and RSA 282-A:1 18, III to enter into agreements for the purpose of establishing and maintaining free public employment offices (local offices to provide unemployment and re-

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employment services) and to provide confidential employment related information to state agency personnel if such information will aid in the performance of such personnel's official public duties. New Hampshire RSA 161-3.7, III authorizes the Department of Health and Human Services to collect information regarding individuals and parents to administer programs under Title IV, Parts A, B, D and E (Transitional Assistance to Needy Families, Child and Family Services, Child Support and Establishment of Paternity, Foster Care and Adoption Assistance respectively), Title XIX (Medical Assistance Programs), Title XX (Social Services Block Grants), and Title (State Children's Health Insurance Program). Additionally, RSA 167:83 V authorizes the Department of Health and Human Services to enter into an agreement with NHES to carry out aspects of the New Hampshire Employment Program (NHEP).

The MOU continues the cost sharing for the Department's access to NHES data, On-the-Job-Training services and allocated administrative costs. Through it, NHES will continue to provide automated wage record and unemployment benefit payment cross match data to the Department. The data is used by the Department to verify applicant and recipient income for eligibility determination in the aforementioned public assistance programs and to detect fraudulent claims. The agreement also ensures the continuation of State-mandated New Hampshire Employment Program activities, including the administration of OJT contracts with New Hampshire employers. Lastly, the MOU provides NHES with access to the Department's New HEIGHTS public assistance eligibility system for activities pertaining to the Work Opportunity Tax Credit Program. With this access, NHES verifies employer eligibility for the tax credit and secures verification documentation.

The current MOU with NHES, originally approved by Governor and Executive Council on July 22, 2015, (Item #13) is expiring on June 30, 2019. The new MOU is to continue those services.

Should Governor and Executive Council not approve this request, individuals who receive public assistance may not receive their benefits timely and numerous delays in eligibility determination might occur. It will take longer to obtain third party verification of unemployment benefits versus having direct access to NHES data, which is more labor intensive and costly for the Department versus utilizing an automated cross match system. Not having access to this data might also result in case errors, which may result in the over issuance of financial assistance and supplemental nutritional assistance program benefits and improperly providing Medicaid to ineligible individuals. Such errors may negatively impact the Department's performance with respect to Federal regulations and funding pertaining to these public assistance programs, which could result in increased costs and lost revenue to the State for support of these programs. Loss of access to OJT program activities may also result in individuals remaining on public assistance programs longer, and may reduce New Hampshire employers' access to affordable trainees.

Area served: Statewide (A minimum of 180,000 beneficiaries are impacted annually.)

Source of funds: 80% Federal Funds from the United States Department of Health and Human Services, Administration for Children and Families, Temporary Assistance for Needy Families, Catalog of Federal and Domestic Assistance Number 93.558, Federal Award Identification Number (FAIN) #1702NHTANF and 20% General Funds.

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DocuSign Envelope ID: CDBADA20-17D4-42D0-8EAD-8BFB63AC82D8

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY AND THE 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 Economic and Housing Stability (DEHS) and 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 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 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 (15) calendar days after receiving the audit report.

1. NHES shall correct deficiencies identified by any state or federal audit under this MOU within thirty (30) 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 DHHS designee; and
2. Providing data, information and reports to DEHS and ensuring continuous delivery of services during personnel vacancies.

III. NEW HAMPSHIRE EMPLOYMENT PROGRAM (NHEP)

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

1. DEHS 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. DEHS 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.
   c. DEHS will be responsible for providing NHES designee with deobligations notices associated with each OJT contract.
5. NHES responsibilities for On-the-Job Training Contracts shall include:
   a. NHES shall maintain the records of approved OJT contracts; ensure employers receive original and signed OJT contracts and ensure DEHS designee receives a copy of the original signed OJT contracts.
   b. NHES shall process timely payment of employer invoices and ensure DEHS designee receives a copy of all completed invoices to include employee evaluations associated with each invoice and provided by employers.
   c. NHES will be responsible for assisting employers with all invoicing questions they may have and will also be responsible for tracking all delinquent OJT invoices associated with each OJT contract.
   d. NHES will be responsible for providing employers with late invoice notices and final deobligation notice in a time frame agreed upon by DEHS and NHES.
   e. NHES will be responsible for reporting deobligated amounts to the DEHS designee and updating tracking sheets accordingly.
   f. 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 DEHS; 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 (50%) 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 DHHS designee 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 DHHS designee 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 DHHS designee 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
   3. Director, Employment Service Bureau:

i. Pamela Szacik – 603-228-4051

C. The DHHS contact for this agreement is:

1. Finance Director, Division of Economic & Housing Stability

i. Rebecca Lorden - 603-271-9611

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, RSA 282-A:118, III, and RSA 161-B:7, 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 DHHS to be used to verify eligibility for benefits paid under DEHS programs and for DEHS work program outcome measures. The MOU is accomplished by means of an automated crossmatch or individual inquiries between DEHS 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 and to measure performance outcomes in DEHS work programs.

C. This MOU covers programs that fall under the authority of NH DHHS-DEHS including but not limited to Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Medicaid. NH DHHS-DEHS 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-DEHS 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 crossmatch.
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. DHHS 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 DEHS 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 DEHS 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 DEHS within one (1) 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 DEHS and cannot attest to the accuracy of the data. DEHS as part of its verification process shall ensure the wage data provided by MOU 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, DEHS 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. DEHS 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 DEHS 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 DEHS 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 DEHS 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 Supplemental Nutritional Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), Medicaid and Emergency Assistance. NH DHHS 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 crossmatch.
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.

D. Authority and Purpose

1. This MOU is entered into under the authority of NH RSA 282-A:112 and 282-A:118, III, and RSA 161-B:7, 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 crossmatch or individual inquires 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 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 to confirm wage information including sources of employment as well as amounts of weekly unemployment compensation benefits, both reported and unreported, for public assistance, SNAP, 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 DHHS 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 data files containing Social Security Numbers (SSNs) extracted from system files. These data files will be provided as needed.

   a. NHES will match the data files with the current and prior benefit year files, if necessary, and provide data file output to DHHS containing the UC data for all individual SSNs found on both the data files and benefit year files.

   b. NHES will match the data files with the current and prior year wages files, if necessary, and provide data file output to DHHS containing wage data for all individual SSNs found on both the data files and wage files. The 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 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 DEHS and the DHHS Bureau of Improvement, Integrity and Information.

   a. The DHHS will designate and request online access for their staff members through the DHHS designee who will notify NHES when staff changes require removal of access privileges to the online data.

   b. NHES grants this access conditionally. DHHS will cooperate with NHES to limit the number of DHHS personnel to whom direct access is granted. DHHS, through its designated authorized representative will annually review with NHES through Colleen O'Neill, NHES Security Officer or her successor, the actual on-line use by DHHS 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 DHHS 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 five (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 SNAP benefits.

B. To comply with the WOTC Program rules and regulations, DHHS 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 associated with fulfillment of the requirements of this MOU;
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 treat data as directed by federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. Pts. 160 & 164 and 45 CFR 205.50 Safeguarding information for financial assistance programs.
6. 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. 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 official 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 2020 Negotiated Agreement Budget	SFY 2021 Negotiated Agreement Budget
NHEP: On the Job Training	$125,000.00	$125,000.00
NHEP: OJT Administrative Cost	$ 8,700.00	$ 8,700.00
Crossmatch	$ 13,200.00	$ 13,200.00
Wage Record Reporting	$ 54,500.00	$ 54,500.00
Total	**$201,400.00**	**$201,400.00**

B. Program Period: commencing July 1, 2019 through June 30, 2021. 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 $201,400.00 in SFY 2020 and $201,400.00 in SFY 2021.

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 forty (40) 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 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 Supplement Nutrition Assistance Program (SNAP), 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

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funding deficit is likely to occur on or before June 30, 2021, both parties agree to either seek a MOU amendment with Governor and Executive Council approval, to increase levels of funding for the MOU, reduce the level of services provided under this MOU or both.

X. SIGNATURES

Christine Santaniello, Director,
Division of Economic and Housing Stability
NH Department of Health & Human Services

Date: 5/29/19

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

Not applicable.
NDW 5/29/19

Date:

George N. Copadis
Commissioner
NH Employment Security

Date: 5/29/19

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Jeffrey A. Meyers
Commissioner
NH Department of Health &
Human Services

Date: 5/31/19

Reviewed by AG Office & approved as to form, substance & execution.
Deanna Martin 6/4/19