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

Lori A. Weaver
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Morissa S. Hena
Deputy Commissioner

January 12, 2024

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 amend an existing memorandum of agreement with New Hampshire Employment Security (VC#302587-B002), Concord, NH, to continue to provide staff to assist the Department in the Administrative Appeals process, by increasing the price limitation by \$20,000 from \$72,000 to \$92,000 with no change to the contract completion date of December 31, 2024, effective upon Governor and Council approval. 38% Federal Funds. 62% General Funds.

The original contract was approved by Governor and Council on June 14, 2023, item #10.

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	049-584995	Transfer to Other State Agency	95200998	\$72,000	\$0	\$72,000
2024	049-584995	Transfer to Other State Agency	95200998	\$0	\$20,000	\$20,000
			Total	\$72,000	\$20,000	\$92,000

EXPLANATION

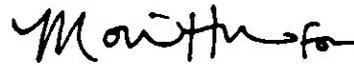
The purpose of this request is to add funding to ensure the New Hampshire Employment Security (NHES) continues to provide staff to assist the Department in the Administrative Appeals process. The Department has experienced an increase in the number of Administrative Appeals due to the expiration of the public health emergency.

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 compliance 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
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Medicaid AAU Project 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 (referred to-as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on June 14, 2023 (Item #10), 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

WHEREAS, pursuant to Section 2, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; 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, Section 2.2 Price Limitation, to read:
2.2 Price Limitation: The MOU shall not exceed \$92,000.

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective 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

1/16/2024

Date

DocuSigned by:

Melissa A. St. Cyr, Esq.

8971F99024F8480...

Name: Melissa A. St. Cyr, Esq.

Title:
Chief Legal Officer

New Hampshire Employment Security

DocuSigned by:

Richard Lavers

1956E7AF8DE9477...

1/16/2024

Date

Name: Richard Lavers

Title:
Deputy Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

1/16/2024

DocuSigned by:
Robyn Guarino
748734844941480...

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:



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
			Total	\$72,000

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

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:

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

Date: 5/31/23

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
748734445941400
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: _____