



Lori A. Weaver
Commissioner

Karen E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC 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

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June 3, 2025

Her Excellency, Governor Kelly A. Ayotte
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 enter into a memorandum of understanding with the New Hampshire Department of Employment Security, Concord, NH (Vendor #302587), in the amount of \$924,200 to provide new hire reporting services, parent locator services, and unemployment compensation intercept services related to child support collection activities, with the option to renew for up to five (5) additional years, effective July 1, 2025 upon Governor and Council approval through June 30, 2030. 66% Federal Funds. 34% General Funds.

Funds are anticipated to be available in State Fiscal Years 2026, 2027, 2028, 2029 and 2030, 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.

05-95-045-457010-23830000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES-OPS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$183,800
2027	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2028	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2029	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2030	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
Total				\$924,200

EXPLANATION

The purpose of this request is for the New Hampshire Department of Employment Security (NHES) to provide services for New Hire reporting, Parent Locator, and Unemployment Compensation Intercept, related to child support collection activity.

The New Hire Reporting program is required by state and federal law between the state agency that administers Child Support Services and the state's workforce agency. NHES is required to maintain a State Directory of New Hires, which is a collection of New Hire information reported by employers. State New Hire information is furnished to the National Directory of New Hires. State law requires employers to report to NHES, within twenty (20) calendar days of an individual's employment, the hiring or rehiring of individuals or when contracting or reimbursing for services is anticipated to exceed \$2,500.00. This information is used by the Department to enforce legal orders of child and medical support for families.

The Federal Parent Locator Service is a federal law by which state Child Support agencies and the states workforce agencies share information to help locate individuals who have legal child support obligations. Federal and state law also require the Department to withhold and intercept all or part unemployment compensation benefits issued to an eligible recipient of such benefits, to satisfy a legal obligation of support.

These services impact approximately 30,000 children served by the Department in enforcing support obligations, locating obligated parents and, when appropriate, intercepting unemployment compensation.

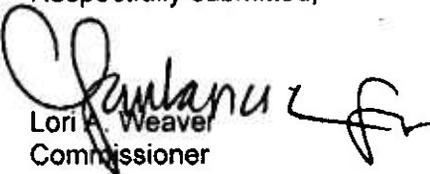
The Agreement may be extended for up to five (5) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Should the Governor and Council not authorize this request, the Department's services to locate parents and collect child support will be diminished, adversely affecting families, who may then turn to public assistance. In addition, the state will be at risk of non-compliance with state and federal requirements, resulting in the loss of federal funding for the Child Support program and sanctions against the Temporary Assistance for Needy Families (TANF) block grant.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.563, FAIN #2501NHSCSS

Respectfully submitted,


Lori A. Weaver
Commissioner

State of New Hampshire

Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Health and Human Services [**“DHHS”**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Employment Security [**“NHES”**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, **DHHS** is responsible for:

- I. Conducting an automated daily comparison with **NHES**' new hire information file in accordance with NH RSA 282-A:117-a, and providing **NHES** with an electronic file containing social security numbers extracted from its system files;
- II. Providing **NHES** with a Form DCSS 662, Unemployment Compensation Benefits Intercept Notice, or its equivalent, for each individual from whom unemployment compensation benefits are to be withheld. The term “unemployment compensation” 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; and
- III. Meeting requirements as further explained in Exhibit A.

Whereas, **DHHS** desires to establish conditions, procedures and safeguards with **NHES** for new hire reporting, parent locate, and unemployment compensation intercept and as further explained in Exhibit A, and relating to data and data systems, including but not limited to access, storage, use and destruction, **DHHS** agrees to comply with all applicable state and federal laws and regulations, including but not limited to those referenced in this memorandum of understanding.

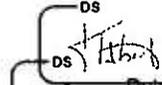
Whereas, **NHES** is responsible for:

- I. Providing employer new hire information to **DHHS** in accordance with 42 U.S.C. §653a, 42 U.S.C. §503, NH RSA 161-B:7, and NH RSA 282-A:117-a;
- II. Providing Bureau of Child Support Services with locating child support obligors through identification of their employment and/or residence;
- III. Implementing the provisions of 42 U.S.C. §503(e) and N.H. RSA 282-A:159, II regarding child support obligations; and
- IV. Meeting requirements as further explained in Exhibit A.

Whereas, **NHES** desires to establish conditions, procedures and safeguards with **DHHS** for new hire reporting, parent locate, and unemployment compensation as further explained in Exhibit A, and relating to data and data systems, including but not limited to access, storage, use and destruction, **NHES** agrees to comply with all applicable DHHS information security policies and state and federal laws and regulations, including but not limited to, those referenced in this memorandum of understanding. **NHES** agrees NHES and NH DoIT workforce authorized to access DHHS data

New Hampshire Department of Employment Security

MOU-2025-DES-03-UNEMP-01

	DS	
DHHS Initials		6/5/2025
	Date	
NHES Initials		6/5/2025
	Date	

MOU Between DHHS & NHES

Unemployment Compensation Intercept, State Directory of New Hires, and Parent Locate agreement with NH Employment Security

provided via this MOU, must complete the DHHS Information Security and Compliance training prior to accessing DHHS data, then annually thereafter.

NOW, THEREFORE, the Parties enter this Memorandum of Understanding (MOU) to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. DHHS agrees:

A. To pay NHES the amount of \$924,200 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference, in accordance with Exhibit B – Payment Terms.

Payment shall be provided from:

05-95-045-457010-23830000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS:DIV ECONOMIC STABILITY, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES-OPS.

B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

2. NHES agrees to:

A. Pay DHHS the amount of \$0 (zero dollars) for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective July 1, 2025, and upon Governor and Executive Council approval, until June 30, 2030. The Parties may extend the MOU for up to five (5) years upon satisfactory delivery of services, available funding, agreement of the Parties, and approval of the Governor and Executive Council.

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both Parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.

7. 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.

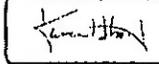
DHHS Initials [Signature] Date 6/5/2025
NHES Initials [Signature] Date 6/5/2025

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- 8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 10. The Parties hereto do not intend to benefit any third parties, and this Memorandum of Understanding shall not be construed to confer any such benefit.
- 11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
- 12. This Memorandum of Understanding, 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.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. *New Hampshire Department of Health and Human Services*

DocuSigned by:


 028C0CEB1B4A416...
 Signature
 Division Director

6/5/2025

 Date

Title
 Karen Hebert

Print Name

15. *New Hampshire Department of Employment Security*

DocuSigned by:

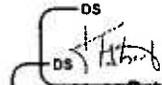

 82A0AF001D4D4A2...
 Signature
 Commissioner

6/5/2025

 Date

Title
 George Copadis

Print Name

DHHS Initials  6/5/2025

 Date
 NHES Initials  6/5/2025

 Date

MOU Between DHHS & NHES

Unemployment Compensation Intercept, State Directory of New Hires, and Parent Locate agreement with NH Employment Security

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: DocuSigned by:
Robyn Guarino
746734844944468... _____ On: 6/6/2025
 [Name of Assistant Attorney General] Robyn Guarino Date

Approved by the Governor and Executive Council

By: _____ On: _____
 Date

DHHS Initials DS
[Signature] Date 6/5/2025
 NHES Initials DS
[Signature] Date 6/5/2025

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit A – State Agency Responsibilities

1. DATA AND DATA SYSTEMS

1.1. Data Handling and Compliance

- 1.1.1. The parties agree to comply with all applicable state and federal laws and regulations, including, but not limited to, those referenced in this memorandum of understanding.
- 1.1.2. All data exchanged in fulfilling the requirements of this MOU and in accordance with this MOU, will be exchanged via a DHHS established NH SFTP for the data exchange.,
- 1.1.3. Exchanged data shall only be used for **cross-matching purposes**, and identified matches shall be processed solely by the Department of Health and Human Services for **child support enforcement**.
- 1.1.4. All files exchanged as part of the nightly batch process or as part of this MOU must be permanently deleted by the receiver from the NH SFTP system within 24 business hours of upload with deletion safeguards within 24 hours after successful processing. If the receiver has not deleted the file within 36 business hours of upload the send must delete the file(s).
- 1.1.5. Data to be exchanged is limited to:
 - 1.1.5.1. Social Security Number
 - 1.1.5.2. First and last name and middle initial.
 - 1.1.5.3. Where applicable, new hire information place of work, including business legal name and address, and New England Child Support Enforcement System (also referred to as NECSES) Case ID.
- 1.1.6. Data obtained under this MOU must not be shared or used for any purposes that are not indicated in this MOU.
- 1.1.7. Any data breach, unauthorized access, or unauthorized use of exchanged data must be reported immediately as a DHHS or NHES security incident to helpdesk@doit.nh.gov following State and Department of Health and Human Services incident reporting.
- 1.1.8. **NHES** POC will submit a Help Desk ticket for routing to **DHHS** Information Security containing the list of authorized **NHES** staff who will require **DHHS** Information Security & Compliance training assignment. Once all **NHES** authorized staff have completed the **DHHS** Security & Compliance training, **DHHS** Information Security will notify BCSS that **DHHS** data can be shared with **NHES**.

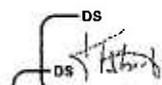
2. NEW HIRE REPORTING

2.1. Authority of Purpose

- 2.1.1. This Agreement is entered into and under the authority of 42 U.S.C. §653a, 42 U.S.C. §503, NH RSA 126-A:5, NH RSA 161-H:2, NH RSA 161-B:7, NH RSA 282-A:112, and NH RSA 282-A:117-a.

New Hampshire Department of Employment Security

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DHHS Initials		Date	6/5/2025
NHES Initials		Date	6/5/2025

2.1.2. The purpose of the Agreement by and between *NHES* and *DHHS* is to promote and maintain the comprehensive New Hire Program which includes, but is not limited to, the collection of new hire information from employing units, the maintenance of a State Directory of new hires, the utilization of such new hire information as authorized by law, and to provide and exchange such information with the National Directory of New Hires as authorized and required by State and Federal law. The term "State Directory of New Hires" means an automated directory maintained by *NHES* and containing such new hire information as required by RSA 282-A:117-a and 42 U.S.C. §653a. The term "employing unit" means employing unit as defined in RSA 282-A:7-1.

2.2. Responsibilities of *DHHS*

2.2.1. *DHHS* agrees to:

2.2.1.1. Conduct an automated comparison with the new hire information file in accordance with NH RSA 282-A:117-a. The term "new hire information file" means the data file containing new hire information as reported to *NHES* and contained in the State Directory of New Hires.

2.3. Responsibilities of *NHES*

2.3.1. *NHES* agrees to:

2.3.1.1. Notify all New Hampshire employing units of the requirement of reporting all new hires as required by NH RSA 282-A:117-a, and under such rules as adopted.

2.3.1.2. Provide new hire information to all New Hampshire employing units by:

2.3.1.2.1.1. Providing information via website updates or mailings on an ongoing basis and in addition to mailings associated with any significant change in the law, administrative rules, policy or procedure, conducted a minimum of one (1) time per each calendar year;

2.3.1.2.1.1.1. *NHES* must work with *DHHS* Bureau of Communications and *DHHS*-Division of Economic Stability to ensure content and branding adheres to *DHHS* business and regulatory compliance requirements prior to posting website updates.

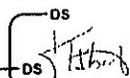
2.3.1.2.1.2. Developing, updating, printing and distributing brochures, with the advice and consent of *DHHS*; and

2.3.1.2.1.3. Providing postage and envelopes for each mailing. Mailings may be in conjunction with regular *NHES* mailings.

2.3.1.3. Maintain and staff a toll-free telephone line and maintain a readily accessible employer question and answer hotline.

2.3.1.4. Adopt administrative rules, with the advice and consent of, and in collaboration with *DHHS*, as may be necessary for the efficient administration of NH RSA 282-A:117-a, including but not limited to, NH Admin. Rule Part Emp 308.

2.3.1.5. Participate, in cooperation with *DHHS* to the extent possible, in promoting the new hire reporting program by participating in an ongoing outreach effort, including, but not limited to, appearing at speaking engagements before such groups as the Business and Industry Association, the various payroll organizations, and at employment seminars.

	DS	
DHHS Initials		Date 6/5/2025
NHES Initials	GL	Date 6/5/2025

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Unemployment Compensation Intercept, State Directory of New Hires, and Parent Locate agreement with NH Employment Security

- 2.3.1.6. Investigate and enforce, as appropriate, violations of the requirements for reporting all new hires by New Hampshire reporting units as required by NH RSA 282-A:117-a, and under such rules as adopted.
- 2.3.1.7. Transfer to **DHHS** via the NH sFTP server, new hire information files as contained in the State Directory of new hires in a CSV file format as specified by United States Department of Health and Human Services, Administration for Children and Families, Office of Child Support Services, and in accordance with the record specifications for the National Directory of New Hires.
- 2.3.1.8. Make the appropriate preparations and effect the transfer of the new hire information file on a daily basis via transfer to the NHsFTP server each new hire information file containing the individual new hire information reports, which were entered into the State Directory of New Hires on that day, to **DHHS** by 3:00 P.M. on the same business day. The term "NHsFTP" refers to the State of New Hampshire Secure File Transfer Protocol server used to facilitate the transfer of data between **NHES** and **DHHS**.

3. PARENT LOCATE

3.1. Authority and Purpose

- 3.1.1. This Agreement is entered into under the authority of 42 U.S.C. 503, N.H. RSA 282-A:112, RSA 282-A:159, II, RSA 161:2, XIV, XVI and RSA 458-B:4.
- 3.1.2. The purpose of this Agreement is to establish conditions, procedures and safeguards for providing **DHHS** with parent locator information in the possession of **NHES**.
- 3.1.3. The terms of this Agreement will be accomplished by means of automated crossmatches, or individual inquiries, between **DHHS** inquiry data and **NHES** computerized wage, employer, and unemployment compensation data files. This information is available from no other source and will assist **DHHS** in the location of child support obligors.

3.2. Responsibilities of **DHHS**

3.2.1. **DHHS** agrees to:

- 3.2.1.1. Provide **NHES** with an electronic file containing client provided social security numbers (SSNs) extracted from **DHHS** system files. The electronic file will be provided, via the NH sFTP folder weekly. Each electronic finder file will adhere to an agreed upon format.
- 3.2.1.2. Provide electronic files to **NHES** monthly, on the first (1st) Thursday of each month. If the first (1st) Thursday falls on a state holiday, the electronic files will instead be provided to **NHES** on the preceding business day.
- 3.2.1.3. The understanding that **NHES** is not the originator of the wage data provided to **DHHS** and cannot attest to the accuracy of that 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.
- 3.2.1.4. The understanding that files provided under the provisions of this Agreement will remain the property of the providing agency.

3.3. Responsibilities of **NHES**

3.3.1. **NHES** agrees to:

New Hampshire Department of Employment Security

MOU-2025-DES-03-UNEMP-01

DHHS Initials	<u>DS</u>	Date	<u>6/5/2025</u>
NHES Initials	<u>et</u>	Date	<u>6/5/2025</u>

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3.3.1.1. Match the finder file with the current and prior benefit year files if necessary and provide a reply file to **DHHS** containing the unemployment compensation data for all individual SSNs found on both the finder and benefit year files. The reply file will adhere to the required format. The term "prior benefit year file" means the available record of unemployment compensation benefits paid in the benefit year immediately preceding the current benefit year.

3.3.1.2. Match the electronic finder file with the current and prior year wage files, if necessary, match hits with the employer file, and provide an electronic file reply to **DHHS** 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 the first four (4) of the last five (5) complete quarters preceding the date the wage files queried. The reply file will adhere to the required format. The term "prior year wage file" refers to available wage data reported for the calendar year immediately preceding the current calendar year. 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.

3.3.1.3. To the understanding that files provided under the provisions of this Agreement will remain the property of the providing agency.

4. UNEMPLOYMENT COMPENSATION INTERCEPT

4.1. Authority and Purpose

4.1.1. This Agreement is entered into under the authority of 42 U.S.C. 503, N.H. RSA 282-A:112, RSA 282-A:159, II, RSA 161:2, XIV, XVI and RSA 458-B:4.

4.1.2. The purpose of this Agreement is to establish conditions, procedures and safeguards for:

4.1.2.1. The disclosure of wage, employer and unemployment compensation data by **NHES**; and

4.1.2.2. Providing for the withholding of child support from unemployment compensation benefits.

4.1.3. The terms of this Agreement will be accomplished by means of automated crossmatches, or individual inquiries, between **DHHS** inquiry data and **NHES** computerized wage, employer, and unemployment compensation data files. This information is available from no other source and will assist **DHHS** in the location of child support delinquent obligors.

4.1.4. **NHES** shall provide limited access to New Hampshire Unemployment Insurance System to **DHHS** for the purpose of verification of benefits and current withholdings.

4.2. Responsibilities of **DHHS**

4.2.1. **DHHS** agrees to:

4.2.1.1. Provide **NHES** with a Form DCSS 662, Unemployment Compensation Benefits Intercept Notice, or its equivalent, for each individual from whom unemployment compensation benefits are to be withheld. Form DCSS 662 shall certify the accuracy of the information and be sent via NH sFTP or the NH State's encrypted email by an authorized representative of **DHHS**. Form 662 shall contain at a minimum, the individual's:

4.2.1.1.1. Full name;

4.2.1.1.2. Last four (4) digits only of Social Security Number;

MOU Between DHHS & NHES
Unemployment Compensation Intercept, State Directory of New Hires, and Parent Locate agreement with NH Employment Security

- 4.2.1.1.3. Date of birth; and
- 4.2.1.1.4. The amount of weekly child support.
- 4.2.1.2. Notify **NHES** within seven (7) days of a claimant's withdrawal of an agreement or the termination of a court order for support payable through **DHHS**.
- 4.2.1.3. **DHHS** shall be responsible for payment to the claimant of any monies wrongfully withheld and paid to **DHHS** as a result of a **DHHS** error or inadvertence or **DHHS'** failure to notify **NHES** in accordance with this MOU.
- 4.2.1.4. **DHHS** shall provide **NHES** with a list of active child support cases. All cases so identified will thereafter be treated by **NHES** in the same manner as non-purged **DHHS** cases and charged accordingly.

4.3. Responsibilities of **NHES**

- 4.3.1. **NHES** agrees to: Withhold part or all of the unemployment compensation, otherwise payable to an unemployment compensation claimant, for payment to **DHHS** as the state agency charged with the collection of child support pursuant to N.H. RSA 161:2, XIV.
 - 4.3.1.1. Withhold unemployment compensation benefits only for the purpose of child support pursuant to 42 USC 666(c)(1)(G)(i)(I), 45 CFR 302.65(b) and (c), and NH RSA 458-B:4, V., unemployment compensation benefits will not be withheld for spousal support or any other purpose unless specifically authorized by federal and/or state statute and applicable regulations governing unemployment compensation benefits.
 - 4.3.1.2. Withhold unemployment compensation benefits only if a **NHES** claimant:
 - 4.3.1.2.1. Has an active child support case;
 - 4.3.1.2.2. Is under a court order to make payments to **DHHS** by any state court recognized in New Hampshire by appropriate process, and enforceable by **DHHS**, ordering child support payments be paid to, or through, **DHHS** by wage assignment or has signed an agreement with **DHHS** to make payments through that agency.
 - 4.3.1.3. Withhold unemployment compensation benefits only in a whole dollar amount per week.
 - 4.3.1.4. The amount payable to a claimant for any weeks is reduced by earnings, or other deductions having precedence to an amount less than the amount to be withheld, **NHES** will withhold the entire payable amount. Unemployment compensation benefits shall not be withheld in subsequent weeks to make up any shortage resulting from a previous week of reduced benefit withholding.
 - 4.3.1.5. The understanding that no unemployment compensation benefits will be withheld until any outstanding benefit overpayment is recovered by **NHES** (RSA 282-A:165, IV). If a claimant is found overpaid for a week in which benefits were withheld for child support, the claimant will be liable for repayment of the full benefit amount to **NHES**.
 - 4.3.1.6. The understanding that unemployment compensation benefits affected by this agreement will be withheld only after **DHHS** has notified **NHES** of a claimant's obligation of child support. **NHES** shall then send a notice of child support withholding to the claimant. Unemployment compensation benefits shall not be

DHHS Initials	<u>DS</u>	Date	<u>6/5/2025</u>
NHES Initials	<u>al</u>	Date	<u>6/5/2025</u>

MOU Between DHHS & NHES

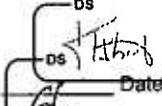
Unemployment Compensation Intercept, State Directory of New Hires, and Parent Locate agreement with NH Employment Security

withheld for weeks prior to the week the notice of child support withholding has been sent by *NHES*.

- 4.3.1.7. To the understanding that once initiated, unemployment compensation benefits will be withheld for child support until *NHES* is notified by *DHHS* to cease. *DHHS* will notify *NHES* within seven (7) days of a claimant's withdrawal of an agreement or the termination of a court order for support payable through *DHHS*. *NHES* will cease withholding benefits as soon as possible after receipt of the notice from *DHHS*.
- 4.3.1.8. Be held harmless for all actions taken as a result of this Agreement based on accuracy of information provided by *DHHS*.
- 4.3.1.9. Provide the claimant or *DHHS* with a record of moneys withheld by *NHES*, if one is requested.
- 4.3.1.10. Notify *DHHS* within seven (7) days if it is initially unable to withhold child support money from a claimant.
- 4.3.1.11. Transfer all moneys withheld to *DHHS* on a daily basis, the transfer to be completed within seven (7) calendar days following the end of the week in which benefits are paid, in accordance 45 CFR 302.65 b Withholding of Unemployment Compensation,
- 4.3.1.12. Not accept any appeals for the withholding of benefits for child support. *NHES* shall advise the claimant to contact *DHHS* regarding the withholding of benefits for child support.
- 4.3.1.13. Notify *DHHS* thirty (30) days prior to the date of any scheduled systems data purge. Twenty-five (25) days prior to the purge, *NHES* will provide *DHHS* with a printed report of all *DHHS* cases identified by *NHES* as subject to purge. Ten (10) business days prior to the purge date, *DHHS* shall provide *NHES* with a list of cases that continue to be active. All cases so identified will thereafter be treated by *NHES* in the same manner as non-purged *DHHS* cases and charged accordingly.

4.4. Automatic Interface Solution for Unemployment Compensation Intercept Withholding

- 4.4.1. *DHHS* and *NHES* agree to work collaboratively to identify, evaluate, assess, and, as applicable, implement, to the mutual and financial benefit of the State and in furtherance of constitutional or statutory authority and objectives, an automatic interface solution for unemployment compensation intercept withholding.
- 4.4.2. On and after the effective date of this Agreement, with the exception of documents required to be retained by *NHES* for federal and state audit purposes, all property received from *DHHS* and all information and things developed or obtained during the performance of, or acquired or developed by reason of this Agreement, including, but not limited to, all files, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, whether finished or unfinished, which has been purchased with funds provided for that purpose or developed under this Agreement shall become the property of *DHHS*, and shall be returned to *DHHS* upon demand or upon termination of this Agreement for any reason.
- 4.4.3. Unless otherwise agreed in writing, *NHES* shall keep and maintain New Hire records and memoranda for not less than three (3) years after the expiration of the contract period. At any time after three (3) years or other agreed-to time period, *NHES* must destroy hard copy

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data via cross-shred and disposal via data destruction and wiping of electronic files. Confidentiality of the data must be maintained.

5. KEY STAFF

5.1. DHHS and NHES identify and assign the following key staff who will be responsible for all activity and will facilitate the performance of this Agreement. All notices and other communication from NHES to DHHS, regarding this agreement, shall be addressed and sent to:

5.1.1. DHHS Staff

Contracts and Compliance Administrator Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4828 Email: bcsscuiteam@dhhs.nh.gov	Bureau Chief/IV-D Director Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4822 Email: bcsscuiteam@dhhs.nh.gov
Central Information Unit Supervisor Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4803 Email: bcsscuiteam@dhhs.nh.gov	Finance Manager Department of Health and Human Services Division for Child Development and Child Support 129 Pleasant Street Concord, NH 03301 (603) 271-9663 Email: bcss-accounting@dhhs.nh.gov and Invoices: bcss-invoices@dhhs.nh.gov
New Hire Reporting IT Manager Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4809 Email: bcsscuiteam@dhhs.nh.gov	Parent Locator Chief of Operations Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4823 Email: bcsscuiteam@dhhs.nh.gov
Unemployment Compensation Intercept Central Information Unit Supervisor Bureau of Child Support Services Division of Economic Stability Department of Health and Human Services 129 Pleasant Street, Concord, NH 03301 Telephone: 603-223-4803 Email: bcsscuiteam@dhhs.nh.gov	Security or Privacy Incidents or Questions DHHS Information Privacy & Security Email: dhhsinformationservices@doit.nh.gov

5.1.2. NHES Staff

Assistant to the Commissioner/ISO New Hampshire Department of Employment Security 45 South Fruit Street, Concord, NH 03301 Telephone: 603-228-4073 Email: Eleanor.E.Goodbread@nhes.nh.gov	Business Administrator IV New Hampshire Department of Employment Security 45 South Fruit Street, Concord, NH 03301 Telephone: 603-229-4449 Email: Jill.D.Revels@nhes.nh.gov
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Director Unemployment Compensation Bureau New Hampshire Department of Employment Security 45 South Fruit Street, Concord, NH 03301, Telephone: 603-228-4031 Email: Michael.H.Burke@nhes.nh.gov	
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6. Privacy Impact Assessment

6.1. Upon request, *NHES* must allow and assist the *DHHS* in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or *DHHS* system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the *NHES* must provide the *DHHS* access to applicable systems and documentation sufficient to allow the *DHHS* to assess, at minimum, the following:

- 6.1.1. How PII is gathered and stored;
- 6.1.2. Who will have access to PII;
- 6.1.3. How PII will be used in the system;
- 6.1.4. How individual consent will be achieved and revoked; and
- 6.1.5. Privacy practices.
- 6.1.6. *DHHS* may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

7. ADDITIONAL TERMS AND CONDITIONS

7.1. Data Management

- 7.1.1. Using the *DHHS* Data Management Plan (DMP), *DHHS* and *NHES* will work collaboratively to develop a DMP for the data identified within this agreement. The DMP is a formal document that provides the high level business requirements and Department standards to safeguard specific data provided and received by the respective Departments. A DMP identifies the special controls required for the lifecycle of the data.
- 7.1.2. The DMP must be completed within 30 days of approval of the MOU by the Governor and Executive Council. Each Department's respective data security policies will continue to apply to the information being exchanged pending final execution of the DMP.

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	DS	
DHHS Initials	[Signature]	Date 6/5/2025
NHES Initials	[Signature]	Date 6/5/2025

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State of New Hampshire
Interagency Memorandum of Understanding
Exhibit B – Payment Terms

1. The maximum amount of funds available for reimbursement under this Agreement from **DHHS** to **NHES** shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A, and

1.1. Payment shall be provided from the following account:

1.1.1. 05-95-045-457010-23830000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV ECONOMIC STABILITY, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES-OPS.

1.2. This Agreement is funded by:

1.2.1. 66% Federal funds, Title IV-D of the Social Security Act, as awarded on January 2, 2025, by the Dept of Health & Human Services, Administration for Children and Families, FAIN #2501NHSCSS.

1.2.2. 34% General funds.

1.3. Funds are anticipated to be available in State Fiscal Years 2026, 2027, 2028, 2029 and 2030, 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.

1.4. This Agreement is funded in accordance with Table 1.3.1.

Table 1.3.1.

State Fiscal Year	Class / Account	Class Title	Job Number	MOU Amount
2026	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$183,800
2027	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2028	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2029	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
2030	049-584927	Transfer to Agencies, NH Employment Security	TBD	\$185,100
Total				\$924,200

2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.

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3. The **NHES** shall submit an invoice and supporting documents to **DHHS** no later than the fifteenth (15th) working day of the following month. The **NHES** shall:
 - 3.1. Submit the invoice in a format provided by **DHHS** or that is otherwise acceptable to **DHHS**.
 - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 3.3. Provide a specific Bureau Child Support Services, New England Child Support Enforcement System (also referred to as NECSES) Case ID for Unemployment Compensation Benefits, as specified in Exhibit A – State Agency Responsibilities, Section 3.
 - 3.4. Provide supporting documentation of allowable costs that may include, but is not limited to, specific Case ID, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.5. Ensure the invoice is completed, dated and returned to **DHHS** with the supporting documentation for authorized expenses, in order to initiate payment.
 - 3.6. Shall define and document all costs incurred under this Agreement as follows:
 - 3.6.1. Ongoing costs shall be based upon the personnel costs associated with data preparation, data entry, program administration, hardware and software replacements and maintenance, and the costs of transmission of the New Hire Information file.
 - 3.6.2. All personnel costs shall be categorized within the existing Federal Cost Accounting System reporting format.
 - 3.6.3. The number of individual reports on each new hire information file shall be documented by **NHES** and verified by **DHHS**.
4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to bcss-invoices@dhhs.nh.gov or invoices may be mailed to:

Child Support Financial Manager
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301.
5. **DHHS** shall make payment to the State Agency within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, after approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to **DHHS** no later than forty (40) days after the MOU completion date.
7. 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 the source of funds are reduced or become unavailable.
8. 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.
9. The Parties will provide respective points of contact to address questions or disputes on invoices. The Parties agree to use a mutually agreed upon dispute resolution process.
10. **NHES** shall submit to **DHHS** an accounting of the New Hire Reporting Program for each year. The accounting will be submitted on or before June 30th of each year. The accounting shall contain, at a

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minimum, a cost/benefit analysis of the program specifically addressing any impact on fraud detection, prevention, or enforcement within the Unemployment Compensation Program.

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