

Lori A. Weaver
Commissioner

Christine Santaniello
Associate Commissioner

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

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September 1, 2026

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 (DHHS), Division of Economic Stability, to enter into a memorandum of understanding with New Hampshire Department of Employment Security (NHES), Concord, NH (Vendor #302587), in the amount of \$200,000 to establish a secure data-sharing mechanism between DHHS and NHES to support the administration and reporting of WorkNowNH, the New Hampshire Employment Program (NHEP), and Medicaid Community Engagement/Work Requirements, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2030. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2027, 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.

**05-95-47-470010-7937, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF HHS: DIVISION OF MEDICAID SERVICES: OFC OF MEDICAID SERVICES,
MEDICAID ADMINISTRATION**

SFY	Class/Obj	Class Title	Job Number	Current Budget
2027	102-500731	Contracts for Program Services	47007051	\$200,000
			Total	\$200,000

EXPLANATION

The purpose of this request is to facilitate the sharing of information necessary to support NHES's WorkNowNH program, and both DHHS's NHEP and the Granite Advantage Medicaid Community Engagement/Work Requirements. The MOU establishes processes through which DHHS and NHES may exchange information necessary to verify eligibility, identify and enable registration of Medicaid Granite Advantage Health Care Program members who are subject to Community Engagement/Work Requirements in the NHES Job Match System (JMS). This functionality will allow qualifying activities completed by these individuals to be tracked and documented in JMS and reported to DHHS for purposes of administering and documenting compliance with the applicable Work and Community Engagement Requirements. The JMS, utilized by NHES, is a

case management system used across all NHES work programs including the Workforce Innovation and Opportunity Act (WIOA) program, WorkNowNH, and NH's labor exchange system. The labor exchange system is a service that helps connect job seekers with employers.

The payment associated with this agreement is entirely for the development and maintenance of the secure connection to facilitate the registration and exchange of information relevant to the Medicaid Community Engagement/Work Requirement.

Under the MOU, DHHS will also provide NHES with authorized access to specified information maintained in the New HEIGHTS system so that NHES can verify eligibility criteria relevant to the WorkNowNH program to support the administration of NHEP. NHES will also provide monthly reporting regarding NHEP participant activities that qualify for purposes of the Temporary Assistance for Needy Families (TANF) workforce participation rate. The access to data for WorkNowNH and NHEP is being provided and facilitated between the two agencies at no cost.

As referenced in Memorandum of Understanding of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, 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 it would limit the agencies' ability to register individuals subject to the Medicaid Work and Community Engagement Requirement and to accurately track and report qualifying employment, education, training, and other activities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number ALN 93.778, FAIN 2605NHWFTC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Weaver".

for:

Lori A. Weaver
Commissioner

Interagency Memorandum of Understanding
MOU- 2027-DES-01-WORKN-01

A. PURPOSE, LEGAL AUTHORITY, AND DEFINITIONS

A. Purpose

This Memorandum of Understanding, hereinafter the “Agreement” or “MOU,” by and between the State of New Hampshire Department of Health and Human Services (“DHHS”) and New Hampshire Employment Security (“NHES”) sets forth the procedures and safeguards to be utilized to share data between DHHS and NHES. Use of data shared between DHHS and NHES, under the terms of this agreement, is for the sole purposes of the verification of eligibility criteria relevant to NHES’s WorkNowNH (“WNNH”) program and determining the amount of hours New Hampshire Employment Program (“NHEP”) participants complete in activities applicable to the Temporary Assistance for Needy Families (“TANF”) workforce participation rate.

Further, this MOU shall also serve as the vehicle by which DHHS and NHES shall share information to facilitate the registration of Medicaid Granite Advantage Health Care Program members who are subject to Community Engagement/ Work Requirement in the NHES Job Match System (JMS) to provide for the tracking of activities that qualify to count towards such individuals work and community engagement requirement.

Funding obligated within this MOU is exclusively for the Medicaid related activities, as outlined in this Agreement.

B. Definitions

The following capitalized terms, when used in this document, will have the meanings ascribed to them below:

1. “Agency Parties” or “Parties” means the parties to this agreement, DHHS and NHES.
2. “Breach”, “Security Breach”, or “Data Breach” mean the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, and for an other than authorized purpose, have access or potential access to personally identifiable information, whether physical or electronic.
3. “Confidential Data” means all information owned, managed, created, or received, from an Agency Party that is protected by information security, privacy, or confidentiality rules and state and federal laws. This information is classified as Level 4 data and includes, but is not limited to, Derivative Data, Personally Identifiable Information, and data related to the Family Educational Rights and Privacy Act, Federal Tax Information, the Social Security Administration, and Criminal Justice Information Services.

4. “Derivative Data” means data or information based on or created from Confidential Data.
5. “End User” means any person or entity (e.g., Department’s employee, business associate, subcontractor, or other downstream user) that receives Confidential Data or Derivative Data in accordance with the terms of this MOU.
6. “Incident” means an act that potentially violates an explicit or implied security policy, which includes successful or unsuccessful attempts to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner’s knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail.
7. “Open Wireless Network” means any network or segment of a network that is not designated by the State’s Department of Information Technology (DoIT) or delegate as a protected network (designed, tested, and approved, by means of DoIT) will be considered an open network and not adequately secure for the transmission of unencrypted Confidential Data or Derivative Data.
8. “Virtual Private Network” (“VPN”) shall mean network technology that creates a secure private connection between the device and endpoint, hiding internet protocol address and encrypting all data in motion.

B. DATA SHARING BETWEEN THE AGENCY PARTIES

- A. DHHS must provide NHES with real-time access to data collected and maintained in the New HEIGHTS system. End Users will be provided access to the following screens:
 - Individual Inquiry and Individual Information screens,
 - Case and AG Inquire screens, and
 - Work Program Individual Summary screen.
- B. DHHS must provide to the NHES on a daily basis, or some other frequency as agreed between DHHS and NHES, via secure API connection the following information for Medicaid Granite Advantage Health Care Program members and New Hampshire Employment Program recipients who are subject to Community Engagement/ Work Requirement in order for JMS to create initial registrations for such individuals for JMS to provide for the tracking of activities that qualify to count towards such individuals work and community engagement requirement:
 - First Name;
 - Middle Name;
 - Last Name; and
 - Social Security Number.
- C. NHES must then provide to DHHS on a daily basis, or some other frequency as agreed between DHHS and NHES, via secure API connection, data from JMS to

provide for the tracking of activities that qualify to count towards the work and community engagement requirement for those individuals previously provided by DHHS to NHES to be registered in the JMS system, such information shall include:

- First Name,
- Middle Name,
- Last Name,
- Social Security Number,
- Activities (Training program, Education program, etc.) participated in by individual to the extent tracked and captured in JMS; and
- Activities participated in by the individual shall be converted by JMS into the allowed and/or actual number of hours for each activity pursuant to requirements provided by DHHS.

C. NHES must then provide to DHHS on a daily basis, or some other frequency as agreed between DHHS and NHES, via secure API connection, data from JMS to provide for the tracking of activities that qualify to count towards the work requirement and TANF workforce participation rate for those individuals previously provided by DHHS to NHES to be registered in the JMS system, such information shall include

- First Name;;
 - Middle Name;
 - Last Name;
- Social Security Number,
- Activities (Training program, Education program, etc.) participated in by individual to the extent tracked and captured in JMS; and
- Activities participated in by the individual shall be converted by JMS into the allowed and/or actual number of hours for each activity pursuant to requirements provided by DHHS.

D. Upon approval of this MOU, NHES will immediately initiate work with Geographic Solutions Inc (GSI) to amend an existing contract between NHES and GSI to expand contract scope to include the creation and the maintenance of a secure API connection between DHHS and the NHES JMS licensed to NHES by GSI. The purpose of the secure connection shall be to: (1) register individuals subject to the Medicaid work and community engagement requirement with JMS as identified by DHHS; and (2) for JMS to report back to DHHS the details as to the activities completed by these individuals contributing towards their ability to secure work and training as recorded in JMS. Such activities shall be converted by JMS from activities into hours consistent with requirements provided by DHHS. This registration will then be updated daily via secure API connection. In order to facilitate the development and maintenance of this secure connection to assist in the ability of individuals subject to the work requirement to have such activities be properly documented for purposes of reporting. DHHS shall fully obligate

\$200,000, as detailed in Exhibit A Payment Terms, to this development, maintenance, and to support alternative employment activities for Medicaid individuals subject to the work requirement, if the system described herein is not available.

E. Business Use and Disclosure of Confidential Data:

1. Agency Parties must not use, disclose, maintain, or transmit the Confidential Data or Derivative Data that is the subject of this Agreement except as reasonably necessary and as permitted by this Agreement.
2. To the extent data covered by RSA 282-A:118 is included in this Agreement, this agreement is executed pursuant to the statutory authority granted by New Hampshire RSA 282-A:118, III, which provides that public employees, in the performance of their public duties, may inspect records and reports of an individual or an employing unit where such information will aid in the performance of those official public duties.
3. Agency Parties must not disclose any Confidential or Derivative Data that has been shared under this Agreement in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying the other agency so that the agency has an opportunity to consent or object to the disclosure. In the event Parties are not able to agree, the Department of Justice must decide whether to disclose the Confidential Data.
4. Agency Parties must ensure that a digitally signed Business Use and Confidentiality Agreement, as provided by the Department, is completed for each of their authorized End Users and is on file with DHHS before any Confidential Data or Derivative Data is shared with those End Users. DHHS will maintain and track all signed BUCAs through its Security Education Learning Management System (LMS).

C. INFORMATION SECURITY

- A. The Parties must maintain administrative, technical, physical, and organizational safeguards to protect all Confidential Data and Derivative Data collected, processed, managed, or stored under this MOU. These safeguards must meet or exceed the standards applicable to state and federal information security requirements, including alignment with NIST Special Publication 800 53 (Rev. 5).
- B. Parties must maintain policies and procedures to safeguard Confidential Data and Derivative Data throughout the information lifecycle, where applicable (from creation, transformation, use, storage, and secure destruction), regardless of the media used to store the data (e.g., tape, disk, or paper). Data destruction must follow SONH policy using NIST SP 800-88 for media sanitization.
- C. Data governed by this MOU is not allowed to be stored or transported onto portable storage devices, such as a thumb drive..
- D. Parties may not transmit Confidential Data or Derivative Data via an open network (e.g. public internet without encryption). DHHS may only employ a wireless network when remotely transmitting via a VPN.

- E. If Parties are using the State's Secure Shell File Transfer Protocol ("SFTP") server to transmit Confidential Data or Derivative Data, parties will structure the folder and access privileges to prevent inappropriate disclosure of information.
- F. If Parties are transmitting Confidential Data or Derivative Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- G. Parties agree they will not store or transfer Confidential Data or Derivative Data collected under the terms of this MOU outside of the United States. This includes backup data and disaster recovery locations.
- H. Parties agree Confidential and Derivative Data may be transmitted via email if email is encrypted and being sent to and being received by email addresses of persons authorized by this MOU to receive such information.
- I. The Parties agree to amend this Agreement as needed to address changes in policy, fiscal matters, information security, and confidentiality safeguards.

D. LOSS REPORTING

DHHS and NHES shall have an affirmative obligation that will survive any termination of this Agreement to notify the other of any Security Breach or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Any confirmed or suspected information security Incident or Breach of Confidential or Derivative Data discovered by a Party must immediately be sent to the NH Cyber Integration Center (NH-CIC) and the other Party by submitting a ticket to Helpdesk@doit.nh.gov.

E. PERSONS TO CONTACT REGARDING DATA MANAGEMENT OR INFORMATION SECURITY ISSUES

- Eleanor.E.Goodbread@nhes.nh.gov:
- dhhsinformationservices@doit.nh.gov

F. REIMBURSEMENT

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

G. APPROVAL AND DURATION OF AGREEMENT

- A. Effective Date: This Data Sharing Agreement is effective upon Governor and Executive Council approval.
- B. Duration: The duration of this Agreement is from its Effective Date through June 30, 2030.
- C. Renewal: The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon agreement of the Parties and appropriate State approval.
- D. Termination: Either Party may unilaterally terminate this Agreement upon written notice to the other Party, in which case the termination will be effective 30 days

after the date of that notice or at a later date as specified in the notice. In no instance shall such a termination be effective prior to the return or destruction of all Confidential Data that was provided to the parties or derived from the Confidential Data obtained under the terms of this Agreement. Parties agree that they have the duty to protect and maintain the privacy and security of Confidential and Derivative Data, and that duty must continue in full force and effect until such Confidential and Derivative Data is returned to the originating Party and/or destroyed. For any Confidential Data or Derivative Data that destruction is not feasible for, the privacy and security requirements of this MOU will survive the termination or expiration of this MOU.

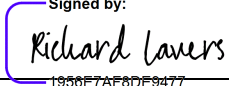
If one of the Parties determines that there may have been an Incident or Breach of the Confidential Data, Derivative Data or other protected information by one or more of the Parties, its End Users, contractors, and/or agents that violates the terms of this MOU, the Party may, in its sole discretion, immediately and unilaterally terminate this Agreement upon notice to partner Parties. Parties agree to cease using and return and/or destroy all Confidential Data and Derivative Data therefrom in its possession, as well as in End Users', contractors', and/or agents' possession, immediately upon notice of termination for an Incident or Breach.

- E. 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.
- F. 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.
- G. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- H. 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.
- I. 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.
- J. 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.
- K. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

H. APPROVALS

A. State of New Hampshire, Employment Security Approving Official

Approved By:

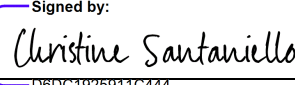
Signed by:  1956E7AF8DE9477...	9/1/2026
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Richard Lavers
Commissioner
New Hampshire Employment Security

Date

B. State of New Hampshire, Department of Health and Human Services Approving Official

Approved By:

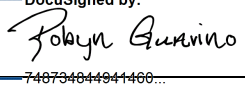
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Christine Santaniello
Associate Commissioner, Division of Economic Stability
New Hampshire Department of Health and Human Services

Date

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

Approved By:

DocuSigned by:  748734844941488...	9/1/2026
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Robyn Guarino
Senior Assistant Attorney General
New Hampshire Department of Justice

Date

State of New Hampshire

Interagency Memorandum of Understanding

Exhibit A – 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 this MOU, and

- 1.1. This Agreement is funded by:

- 1.1.1. 100% Federal funds, Medicaid, as awarded on October 1, 2025, by the Centers for Medicare and Medicaid Services, ALN 93.778, FAIN 2605NHWFTC.

- 1.2. This Agreement is funded in accordance with Table 1.2.1.

Table 1.2.1.

State Fiscal Year	Class / Account	Class Title	Job Number	MOU Amount
2027	102-500731	Contracts for Program Services	47007051	\$200,000
Total				\$200,000

2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU for the Medicaid related activities.
3. The State Agency shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The State Agency 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 supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to DMSInvoices@dhhs.nh.gov , or invoices may be mailed to:

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, subsequent to 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.