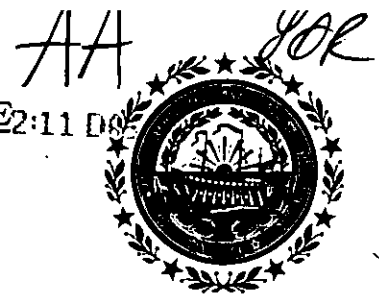




"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE 2:11 PM
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

October 26, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18 and 2020-20, and suspension of Manual of Procedures 150, V, A, 4 requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a retroactive Memorandum of Understanding (MOU) with the New Hampshire Department of Military and Veterans Affairs (DMAVS) for call center and related unemployment claim activities from June 20, 2020 through December 31, 2020. 100% Federal funds.

Federal funding is available in State FY 2021 as follows:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2021</u>
10-02700-80400000-085-588512	Inter-agency Transfers out of Federal Funds	\$370,000

EXPLANATION

The attached retroactive Memorandum of Understanding is for the New Hampshire Department of Military and Veterans Affairs (DMAVS) to provide NHES with call center and related unemployment claims activity assistance. This includes the staffing of call centers while New Hampshire National Guard was on State Active Duty to respond to many thousands of calls from claimants seeking benefits and subsequent work obtaining claimant certifications required under the CARES Act. NHES' workloads increased dramatically due to the COVID-19 pandemic and DMAVS has played a critical role in the state's ability to respond quickly to provide much-needed assistance to the people of New Hampshire.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Respectfully submitted,

George N. Copadis
Commissioner

**MEMORANDUM OF UNDERSTANDING REGARDING STATE ACTIVE DUTY
SUPPORT TO NEW HAMPSHIRE EMPLOYEMENT SECURITY**

BETWEEN

**NEW HAMPSHIRE EMPLOYMENT SECURITY AND
NEW HAMPSHIRE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS
SERVICES**

A. Agreement

This Memorandum of Understanding (MOU) between the New Hampshire Department of Military Affairs and Veterans Services (DMAVS) and the New Hampshire Department of Employment Security (NHES) is intended to set forth the terms and conditions for delivery of certain services when DMAVS activates members of the New Hampshire National Guard (NHNG) to state service in support of NHES efforts to respond to the COVID-19 Crisis. These activations occur when ordered by the Governor pursuant to RSA 110-B:6. In support of the anticipated cooperation of the Parties in the oversight, performance of, and payment for these services, the Parties agree as follows:

B. Authority for Activation

WHEREAS RSA 110-B:6 states in part, "The governor shall have power, in case of invasion, disaster, insurrection, riot, breach of the peace, resistance to process of this state, or imminent danger thereof, or for the safety of the inhabitants of the state, to order into the active service of the state for such period, to such extent, and in such manner as the governor may deem necessary, all or any part of the national guard".

WHEREAS on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak; and

WHEREAS, on Friday, March 13, 2020, the Governor issued Executive Order 2020-04, An order declaring a state of emergency due to the Novel Coronavirus (COVID-19), and said State of Emergency continues through the present as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16 and 2020-17; and

WHEREAS, the COVID-9 pandemic has caused unprecedented financial and economic damage across numerous sectors of the State's economy, including healthcare, manufacturing, hospitality, and numerous other sectors, and this damage must be addressed immediately in order to minimize long term and detrimental economic impacts to the greatest extent possible; and

WHEREAS, on March 27, 2020, the United States Congress passed the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") and President Donald Trump signed the CARES Act into law; and

WHEREAS, the \$1,250,000,000 in flex funds that New Hampshire has received may only be used to cover costs incurred by the State that (i) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (ii) were not accounted for in the budget most recently approved as of the date of enactment of the CARES Act; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the Governor has authorized the activation of up to 100 members of the NHNG to respond to the COVID-19 outbreak.

C. DMAVS Responsibilities

DMAVS, when ordered by the Governor, will activate members of the NHNG to support the work of NHES's unemployment Call Centers. The activation covered by this MOU involves work in obtaining claimant certifications required to be supplied with respect to COVID-related reasons for unemployment or partial unemployment under the CARES Act. Previous work included the staffing of Call Centers to respond to thousands of calls from claimants seeking benefits through the initial period of the pandemic. In performing the scope of work under this MOU, DMAVS will track all expenses, to include salaries, per diem, and mileage. DMAVS will also provide a full accounting of all prior costs that DMAVS incurred in connection with staffing of NHES Call Centers and fulfilling the NHES Call Center missions for the period starting 20 June 2020.

D. NHES Responsibilities

NHES will provide training, workspace and necessary administrative support to members of the NHNG activated to support NHES missions. Additionally, NHES will reimburse DMAVS for all costs incurred as the result of activations of members of the NHNG to support NHES missions for the period 20 June 2020 to 31 December 2020, unless this MOU is terminated sooner. These costs include payroll, per diem, health insurance premiums and mileage.

E. Payment for Services

DMAVS will pay all costs, including salaries, per diem, health insurance premiums, and mileage of the activated members. NHES will reimburse DMAVS the full amount of all costs incurred, while members of the NHNG are engaged in NHES duties. DMAVS will submit invoices to NHES on a monthly basis. The total amount to be billed under this MOU will not

exceed \$500,000.00. This includes \$278,135.00 in costs incurred by DMAVS to date, plus \$221,865.00 in anticipated future expenses.

F. Protection of Confidentiality

In performing the work under this MOU, DMAVS members may gain access to information possessed and used by NHES in the performance of its statutory duties in maintaining and paying benefits through the New Hampshire unemployment insurance system (the "Confidential Information"). The Confidential Information includes, without limitation, information exempted from public disclosure under NH's Right-to-Know law, RSA 91-A:6, and information which NHES is required to maintain as confidential pursuant to RSA 282-A:118, 120, and 121. DMAVS agrees that its members shall not use the Confidential Information except as directly connected to and necessary for performance of the work under this Agreement. Members shall not disclose any information learned in the course of the work to any individual outside of NHES and shall report promptly any suspected or actual violation of the confidentiality requirements of this MOU. Each DMAV member shall be required to sign a Confidentiality Agreement in the form attached as Exhibit 1. to this Agreement.

G. Conflicts of Interest

It is NHES policy to avoid the appearance of bias, partiality or impropriety in the rendering of agency decisions and to ensure the integrity of the UI adjudication process. In keeping with that policy, it will be the responsibility of each DMAVS member to notify the on duty NHES supervisor if the member is filing an unemployment claim of his or her own, or has knowledge that a family member or significant other of the member is filing a claim. Efforts will be made to eliminate the conflict so that benefits may be processed promptly and without any actual, or the appearance of a, conflict of interest.

H. Termination

Either party may terminate this MOU, with or without cause, 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 a later date specified in the notice or agreed to by the parties.

I. Duration

This Agreement is effective on 20 June 2020, the date that the NHNG was ordered to state service in support of the NHES call center mission. It shall continue until no longer needed, as determined by the Commissioner or the Governor.

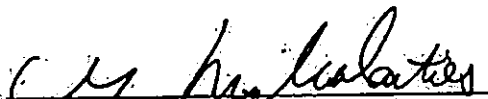
J. Miscellaneous

- A. This Agreement and its Attachments, if any, constitute the entire agreement and understanding and supersedes all prior agreements and understandings between the


Parties with respect to the subject matter hereof and may be amended only in writing signed by both Parties.

- B. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- C. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire.
- D. In the event any of the provisions of this MOU are held by a court of competent jurisdiction or by any State or Federal Agency competent to make such a determination, to be contrary to any state or federal law or regulation, the remaining provisions of this Agreement will remain in full force and effect.
- E. No provision in this MOU is intended to be nor should be interpreted to be a waiver of sovereign immunity by the State of New Hampshire, which is hereby expressly reserved.


IN WITNESS WHEREOF, the authorized representatives of the Parties have signed this MOU on the dates set forth below.


David J. Mikolaities, Major General
The Adjutant General

18 SEPT 2020
Date


George N. Copadis, Commissioner
New Hampshire Employment Security

9/23/20
Date


Mike Grandy, Attorney
Department of Justice

9/25/20