

20
mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF FAMILY ASSISTANCE

Jeffrey A. Meyers
Commissioner

Terry R. Smith
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
FAX: 603-271-4637 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 4, 2017

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 Family Assistance, to enter into a Memorandum of Understanding (MOU) with New Hampshire Employment Security, 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, in an amount not to exceed \$402,100 effective July 1, 2017 upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 80% Federal Funds and 20% General Funds.

Funds to support this request are anticipated to be available in State Fiscal Years 2018 and 2019 upon availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without approval from Governor and Executive Council, if needed and justified.

05-95-45-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Amount
2018	102-500731	Contracts for Program Services	\$200,700
2019	102-500731	Contracts for Program Services	\$201,400
Total:			\$402,100

EXPLANATION

The parties are authorized under state law to enter into an agreement to provide these services, which are required to effectively deliver several Federal and State funded programs. As such, these services are not subject to the competitive bidding requirement of ADM.311.07 and cannot lapse.

New Hampshire Employment Security is authorized by New Hampshire RSA 282-A:112 and RSA 282-A:118, III 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 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 XXI (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 New Hampshire Employment Security to carry out aspects of the New Hampshire Employment Program (NHEP).

The MOU includes cost sharing for the Department of Health and Human Services' access to New Hampshire Employment Security data, On-the-Job-Training services and allocated administrative costs. Through it, New Hampshire Employment Security 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 On-the-Job Training contracts with New Hampshire employers. Lastly, the MOU provides New Hampshire Employment Security 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, New Hampshire Employment Security verifies employer eligibility for the tax credit and secures verification documentation.

The current Memorandum of Understanding with New Hampshire Employment Security, originally approved by Governor and Executive Council on July 22, 2015, item #13, is expiring on June 30, 2017. This new MOU is to continue those services.

Should Governor and Executive Council not approve this request, public assistance clients 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 New Hampshire Employment Security data and it may be 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 (food stamps) 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 On-the-Job-Training Program activities may also result in clients remaining on public assistance programs longer, and may reduce New Hampshire employers' access to affordable trainees.

Area served: Statewide

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.

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

Respectfully submitted,



Terry R. Smith
Director

Approved by:



Jeffrey A. Meyers
Commissioner

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

**129 Pleasant Street
Concord, NH 03301**

AND

NEW HAMPSHIRE EMPLOYMENT SECURITY

**45 South Fruit Street
Concord, NH 03301**

I. PURPOSE

- A. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (NH DHHS) 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 DFA and ensuring continuous delivery of services during personnel vacancies.

III. NEW HAMPSHIRE EMPLOYMENT PROGRAM (NHEP)

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

1. DFA 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. DFA 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. DFA 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 DFA designee receives a copy of the original signed OJT contracts.
 - b. NHES shall process timely payment of employer invoices and ensure DFA 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 DFA and NHES.
 - e. NHES will be responsible for reporting deobligated amounts to the DFA 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 DFA; 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

C. The DHHS contact for this agreement is:

1. Finance Director, Office of Human Services

i. Mary Calise – (603)271-9294

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 DFA programs and for DFA work program outcome measures. The MOU is accomplished by means of an automated crossmatch or individual inquiries between DCS 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 DFA work programs.

C. This MOU covers programs that fall under the authority of NH DHHS-DFA including but not limited to Food Stamps (FS), Temporary Assistance for Needy Families (TANF), and Medicaid. NH DHHS-DFA 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-DFA 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 DCS 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 DCS 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 DCS 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 DFA and cannot attest to the accuracy of the data. DCS 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, DCS 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. DCS 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 DCS 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 DCS 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 DCS 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 Food Stamps (FS), 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, Special Investigations Unit 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, Quality Assurance Unit to confirm wage information including sources of employment as well as amounts of weekly unemployment compensation benefits, both reported and unreported, for public assistance, food stamp, 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 Division of Client Services and the Division for Children, Youth and Families 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 Division of Client Services (DCS), the Division for Children, Youth and Families (DCYF), the Division of Child Support Services (DCSS), the DHHS Bureau of Improvement and Integrity (BII), Special Investigations Unit and Quality Assurance Unit.
 - a. The DCS Administrator of Field Operations, the DCYF Fiscal Administrator, Contract Administrator, the Administrator of the Special Investigations Unit and the Administrator of the Quality Assurance Unit 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. DCS, DCYF and DCSS 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 DCS, DCYF and DCSS 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 DCS, DCYF and DCSS 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 Food Stamp benefits.
- B. To comply with the WOTC Program rules and regulations, DHHS/DCS 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 officials employees, and NHDolT 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 NHDolT as NHDolT 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 2018 Negotiated Agreement Budget	SFY 2019 Negotiated Agreement Budget
NHEP: On the Job Training	\$ 125,000.00	\$ 125,000.00
NHEP: OJT Administrative Cost	\$ 8,500.00	\$ 8,700.00
Crossmatch	\$ 12,700.00	\$ 13,200.00
Wage Record Reporting	\$ 54,500.00	\$ 54,500.00
Total	\$ 200,700.00	\$ 201,400.00

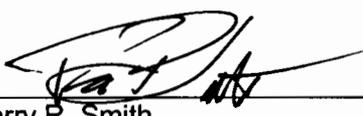
- B. Program Period: commencing July 1, 2017 through June 30, 2019. Subject to NHES and DHHS compliance with the terms and conditions of this MOU, the NH DHHS shall reimburse NHES for the actual agreed upon costs of On-the-Job Training, automated systems Cross-matches and Wage Record Reporting, and reasonable, 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 \$200,700.00 in SFY 2018 and \$201,400.00 in SFY 2019.
- 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 NHDolT, 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 Food Stamp Program, 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, 2019, 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.

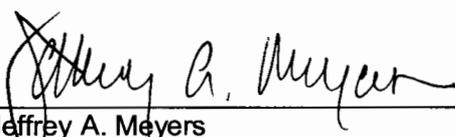
1/4/17
Date:


George N. Copadis
Commissioner
New Hampshire Employment Security

1/5/17
Date:


Terry R. Smith
Director
Division of Family Assistance

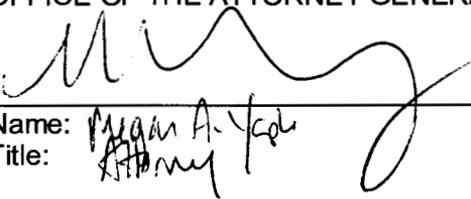
1/11/17
Date:


Jeffrey A. Meyers
Commissioner
New Hampshire Department of Health and Human Services

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

OFFICE OF THE ATTORNEY GENERAL

1/17/17
Date:


Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Memorandum of Understanding 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:

ATTACHMENT A
Statement of Confidentiality

Every client has the right to privacy and confidentiality of his or her record. Information contained in an individual's case record is designated confidential under state and federal law.

All staff and employees of the Department of Health and Human Services (DHHS), including agencies under contract with DHHS, are under an equal obligation to treat as confidential any information they may acquire, by any means, about an applicant, a recipient or former recipient.

The fact that an individual is a current or past recipient of assistance from any Departmental program is considered confidential information. Information about a client may be shared among staff of DHHS (or contract agency) only as is necessary for the administration of the program(s) from which the individual is receiving services; this may include programs administered by other divisions such as DCYF or DCSS.

No information is to be shared outside of DHHS (or the contract agency) with anyone except with the informed written authorization of the client or the person authorized to give consent on the client's behalf. Clients must be advised of the information that will be shared and the time period this sharing will take place.

Contract agencies and DHHS shall share information with one another that is related to the service(s) provided and administration of the program as described in the contract without an additional release.

Without a specific release, discussions cannot include mention of any client names or facts that would identify an individual. Information cannot be given over the phone unless it is given directly to the client or an individual whom the client has designated, in writing, to act in their behalf. This prohibition applies to police officers, legislators, lawyers and others who assert a need to know confidential information. All third parties must provide written authorization of the client to discuss or receive confidential information.

Breaches of confidentiality will be regarded as a serious offense and grounds for disciplinary action.

I _____ have read and understand this statement and I agree to
(print name) abide by it.

Signature

Date

Organization

