

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

August 26, 2019

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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 Economic & Housing Stability, to enter into a **retroactive** Memorandum of Understanding (MOU) with New Hampshire Employment Security (NHES), 45 South Fruit Street, Concord, New Hampshire 03301 (Vendor #99459), to establish the responsibilities of both DHHS and NHES related to the New Hampshire Granite Advantage Work and Community Engagement outreach performed by NHES for the administration of the Medicaid program, in an amount not to exceed \$42,219.55 retroactively effective to June 27, 2019, upon Governor and Executive Council approval, through July 29, 2019. 50% Federal Funds, 50% Other Funds (Granite Advantage Health Program Trust Fund).

Funds to support this request are anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget.

05-95-47-470010-23580000 HEALTH AND SOCIAL SERVICES, DEPT of HEALTH AND HUMAN SVS; HHS: OFFICE OF MEDICAID SERVICES; GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

State Fiscal Year	Class/Account	Class Title	Budget Amount
2020	049-584927	Transfer to Other State Agencies	\$42,219.55
		Total	\$42,219.55

EXPLANATION

This request is **retroactive** because the plan for this level of outreach was not established until June 24, 2019. Once requested, DHHS and NHES developed a plan immediately to ensure Granite Advantage participants had information related to the Community Engagement requirements.

The purpose of the MOU is to establish the responsibilities of both DHHS and NHES related to the New Hampshire Granite Advantage Work and Community Engagement outreach performed by NHES for the administration of the Medicaid program. The transfer of funds to NHES will cover actual costs related to staffing (salary, benefits, and travel) to assist in outreach efforts. The actual cost for NHES' participation in the outreach was \$42,219.55.

The target audience for the outreach were those Granite Advantage members who had the work and community engagement requirement and had not fulfilled the reporting requirements. As of June 30, 2019 approximately 17,000 participants had not reported their information. The outreach was

conducted from June 27, 2019- July 29, 2019.

The MOU allowed NHES to assist DHHS with outreach to enrolled New Hampshire Granite Advantage Program members regarding the Work and Community Engagement requirements set forth in NH RSA 126-AA and NH Administrative Rule He-W 837. NHES and DHHS partnered to perform an array of outreach activities, including door-to-door and community engagement sessions to connect with individuals who were subject to the Work and Community Engagement requirements for whom the Department did not have the required documentation for participation or exemption from the program.

NHES assigned and trained staff to conduct door-to-door and other community outreach efforts to:

- Explain the Work and Community Engagement requirement of the New Hampshire Granite Advantage program,
- Detail the options for compliance and exemptions from the Work and Community Engagement;
- Assist members with the completion of necessary forms;
- Collect the necessary forms and provide to DHHS for processing;
- Provide ways for members to contact DHHS to check on the status of their submission of forms;
- Provide information for members to access the NH Easy system so they can access the system for information, to report hours, and to complete forms; and
- Offer a call from a DHHS employee to provide additional assistance.

DHHS will designate an administrator to act as a liaison with NHES and be responsible for the overall management and coordination of this MOU. DHHS shall oversee the MOU and shall be responsible for:

- Interfacing directly with the NHES designee; and
- Providing data, information, and reports to DHHS to ensure continuous delivery of services.

The outreach efforts to engage with Granite Advantage members included the following:

Door to Door outreach;

- Community Engagement Sessions;
- Education Sessions at Providers (hospitals, human service agencies);
- Outbound calling;
- District Office Information Sessions; and
- NHES Office Information Sessions

Should the Governor and Executive Council not approve this request; DHHS will not have the resources to reimburse NHES for their assistance with providing outreach to inform Granite Advantage Program members of the Community Engagement reporting requirement. DHHS did not have the capacity to provide the outreach that was required to reach this population and required without the assistance of NHES. Source of Funds: 50% Federal Funds from US Department of Health and Human Services, Center for Medicare and Medicaid Services, Medical Assistance Program, CFDA #93.778; 50% Other Funds.

No general funds will be used to support this MOU.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY
AND
NEW HAMPSHIRE EMPLOYMENT SECURITY**

I. PURPOSE

A. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Economic and Housing Stability (DEHS) and New Hampshire Employment Security (NHES). The purpose of the MOU is to establish the responsibilities of both DHHS and NHES related to the New Hampshire Granite Advantage Work and Community Engagement outreach performed by NHES for the administration of the Medicaid program.

II. GENERAL RESPONSIBILITIES

- A. NHES will assist DHHS with outreach to enrolled New Hampshire Granite Advantage Program members regarding the Work and Community Engagement requirements set forth in NH RSA 126-AA and NH Administrative Rule He-W 837.
- B. NHES and DHHS will partner to perform door-to-door and community outreach to connect with individuals subject to the Work and Community Engagement requirements for whom the Department does not have the required documentation for participation or exemption from the program;
- C. The Community Outreach shall meet the needs of the Granite Advantage members and be based on the needs of the target audience to include:
- Door to Door outreach;
 - Community Engagement Sessions;
 - Education Sessions at Providers (hospitals, human service agencies);
 - Outbound calling;
 - District Office Information Sessions; and
 - NHES Office Information Sessions.
- D. NHES agrees to assign staff on a volunteer basis to conduct door-to-door and community outreach efforts to:
1. Explain the Work and Community Engagement requirement of the New Hampshire Granite Advantage program,

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2. Detail the options for compliance and exemptions from the Work and Community Engagement;
 3. Assist members with the completion of necessary forms;
 4. Collect the necessary forms and provide to DHHS for processing;
 5. Provide ways for members to contact DHHS to check on the status of their submission of forms;
 6. Provide information for members to access the NH Easy system so they can access the system for information, to report hours, and to complete forms; and
 7. Offer a call from a DHHS employee to provide additional assistance.
- E. DHHS shall designate an administrator to act as a liaison with NHES and be responsible for the overall management and coordination of this MOU. DHHS shall oversee the MOU and shall be responsible for:
1. Interfacing directly with the NHES designee; and
 2. Providing data, information, and reports to DHHS to ensure continuous delivery of services.

III. DATA EXCHANGE AND HIPAA COMPLIANCE

- A. DHHS shall enter into a fully executed Business Associate Agreement with NHES which shall accompany this MOU and which shall apply to all aspects of this MOU, including all information created, received, or exchanged pursuant to this MOU. See Attachment A.
- B. All data received, exchanged, or created by either party related to this MOU shall be owned solely by DHHS.
- C. DHHS shall ensure that NHES has access to all systems to carry out necessary job duties associated with fulfillment of the requirements of this MOU;
- D. DHHS shall restrict access to the data to only those authorized NHES employees and officials who require it to perform their official duties in connection with the intended uses within the confines of this MOU;
- E. DHHS shall disclose only the minimum necessary for NHES to perform its duties under this MOU;
- F. NHES shall store the data in an area that is physically safe from access by unauthorized persons, or, for electronic data, in a secure way to protect access by unauthorized persons;
- G. DHHS shall, prior to any exchange of information, provide the NHES with a list of all DHHS employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall keep such list current and accurate;

- H. NHES shall, prior to any exchange of information, provide DHHS a list of all NHES employees, by position, who will have the authority to request, receive, and obtain information from DHHS and shall keep such list current and accurate;
- I. NHES shall report to DHHS, promptly and fully, any suspected or actual violation of the confidentiality requirements of this MOU; and

IV. COSTS

- A. DHHS will reimburse NHES for the staff costs associated with this agreement. DHHS will reimburse actual staff costs: salary, taxes, benefits, and mileage related to the provision of outreach for the duration period at \$3,947/day. The actual total cost of this outreach shall not exceed \$45,000. The actual cost for NHES' participation in the outreach was \$42,219.55.
- B. NHES will submit to DHHS a detailed accounting at the expense level for this outreach. DHHS will reimburse NHES the federal funding, provided by the U.S Department of Health & Human Services, Center for Medicare & Medicaid Services, CFDA #93.778 and non-federal share of these costs from AU 05 95 47 470010 23580000 Granite Advantage Health Program Trust Fund.
- C. NHES shall submit an invoice on NHES letterhead for the actual agreed upon expenses incurred during the duration of this MOU from June 27, 2019 to July 29, 2019. Invoices shall include detailed travel, salary and benefit costs. Payments shall be made after DHHS has reconciled the invoice with the supporting documentation submitted with the invoice and has confirmed availability of sufficient funding.

a) Invoices shall be emailed to:

Athena.gagnon@dhhs.nh.gov

Grant.Beckman@dhhs.nh.gov

V. MISCELLANEOUS

- A. Duration: The duration of this Agreement is from June 27, 2019 to July 29, 2019.
- B. Termination: Neither party can terminate this MOU, in whole or in part, unless both parties agree in writing to the termination or it becomes unfeasible for DHHS or NHES to continue its obligations under this MOU.
- C. Modification: This MOU shall not be altered, amended, modified, or rescinded except by an instrument in writing signed by each of the Parties, and specifically referencing this MOU.

VI. SIGNATURES



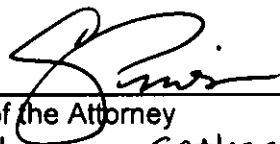
Christine Santaniello, Director,
Division of Economic and Housing Stability
NH Department of Health & Human
Services

Date: 8/27/19



Richard Lavers
Deputy Commissioner
NH Employment Security

Date: August 27, 2019



Office of the Attorney
General Catherine Pinos, Attorney

Date: 9/4/19

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.

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 Richard Laves have read and understand this statement and I agree to abide by it.

(Print name)


Signature State Commissioner

August 27, 2019
Date

NH EMPLOYMENT SECURITY
Organization