



ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

March 3, 2021

His Excellency, Governor Christopher T. Sununu
State House
Concord, NH 03301

REQUESTED ACTION UNDER RSA 21-P:43; RSA 4:45; RSA 4:47; 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, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01 AND 2021-02

Authorize the New Hampshire Department of Employment Security (NHES) to enter into a retroactive Memorandum of Understanding (MOU) with the New Hampshire Department of Revenue Administration (DRA) for temporary staffing assistance with unemployment claims calls and collections activities from August 28, 2020 through August 27, 2021. 100% Federal Funds.

EXPLANATION

NHES is requesting approval to enter into a retroactive MOU with DRA for staffing support services with respect to unemployment claim call handling and collections assistance. During the COVID-19 pandemic, the NHES Collections Unit has been experiencing a significantly increased volume of calls over an extended period of time from claimants who have been notified of overpayments and/or have other problems with their unemployment claims. DRA Collections staff have appropriate experience and have provided assistance in reviewing callers' claim status, answering questions regarding overpayments and identifying callers' options for waiver requests or payment plans. During a time of dramatically increased workloads, DRA responded quickly providing staffing support and much-needed assistance to NHES.

There are no General Funds required with this request. In the event that these funds become no longer available, General Funds will not be requested to support these expenditures.

Respectfully submitted,

George N. Copadis
Commissioner

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of 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, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01 and 2021-02, suspend the Manual of Procedures 150 V. A. 4. requirement.

3-4-21

Date

Name: Governor Christopher T. Sununu

MEMORANDUM OF UNDERSTANDING
BETWEEN
NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY
AND
NEW HAMPSHIRE DEPARTMENT OF REVENUE ADMINISTRATION
RE:
TEMPORARY STAFFING ASSISTANCE

I. PURPOSE

- A. As a result of the COVID-19 pandemic, there has been an unprecedented increase in claims for unemployment compensation benefits under State law, the Federal CARES Act, P.L. No: 116-136 (03/27/2020) (the "CARES Act") and the President's Memorandum on Authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 ("Lost Wages Assistance") (collectively, the "Programs").
- B. This Memorandum of Understanding ("MOU"), entered into by and between New Hampshire Employment Security ("NHES") and the New Hampshire Department of Revenue Administration ("NHDRA") (collectively, the "Parties"), effective August 29, 2020, is intended to address the participation of designated NHDRA employees who will assist with the work of the NHES Legal Collections Unit and to specify the roles and responsibilities of the Parties with respect to such participation.

II. PARTIES

- A. The Parties to this MOU are:

New Hampshire Employment Security (NHES)
45 S. Fruit Street
Concord, NH 03104

and

New Hampshire Department of Revenue Administration (NHDRA)
109 Pleasant Street
Concord NH 03301

III. SCOPE OF SERVICES

- A. NHDRA agrees to designate up to five (5) current NHDRA employees (“Designated Employees”) to help respond to calls and e-mail directed to NHES’s Legal Collections Unit and to provide services related to claimant requests for assistance regarding issues arising under the Programs (the “Services”).
- B. The Services may include receiving and responding to telephone calls and inquiries from claimants and other members of the public regarding the Programs and assisting such individuals with such issues as: eligibility for benefits under the Programs and/or the status of individuals’ claims for benefits; reviewing responsibilities for any overpayments made to claimants under the Programs, including technical assistance in the area of overpayment recovery; sending out and assisting with financial affidavits provided by claimants with respect to their ability to make payments; entering claimant payment plans; assisting with wage garnishments; discussing claimant appeal rights and other options, and documenting calls and responses using the NHES’s NHUIS notepad function, and/or transferring calls for further action.
- C. The designated NHDRA employees will provide services on behalf of NHES on the following schedule:
- (i) Beginning Date: August 29, 2020
 - (ii) Ending Date: TBD
 - (iii) Weekly Schedule of Services:

Day of Week	Number of NHDRA Designated Employees	Hours
Saturday	Up to five.	Between 8:00 a.m. and 6:00 p.m.
Wednesday	Up to five.	Between 8:00 a.m. and 6:00 p.m.
TBD	Up to five.	Between 8:00 a.m. and 6:00 p.m.

IV. FUNDING OF COLLECTIONS-RELATED SERVICES

- A. NHES will provide NHDRA with a bi-weekly accounting of time worked by each Designated Employee performing Collections-related services for NHES.
- B. NHDRA agrees to pay the Designated Employees their regular wages and salaries, overtime and related benefit costs, for all time spent by such Designated Employees performing Collections-related services at NHES.
- C. NHES will promptly reimburse the costs of the Designated Employees' regular time and overtime work for NHES. NHDRA will provide NHES a certified bi-weekly statement of hours worked, salaries and related benefit costs paid to each Designated Employee for Collections-related services for NHES.
- D. Upon receipt of an invoice, NHES will promptly reimburse NHDRA for the applicable regular time and overtime hours its employees worked during the pay period based on the salary and benefit costs attributable to each Designated Employee performing Services for NHES.
- E. It is anticipated that funding for such payments by NHES shall be derived from a federal funding source or combination of federal funding sources and shall not exceed a total of \$25,000.00. NHES shall be responsible for applying for and obtaining such funding and for all accounting, reporting and other regulatory requirements attendant on federal funding source. This MOU is contingent on the continuing availability of funds from federal funding source. NHES shall provide notice to NHDRA when the cost of the work performed by its employees is within 10% of the not to exceed amount.

V. RESPONSIBILITIES OF THE PARTIES

- A. NHES agrees to provide initial training and supervision, support and assistance to the Designated Employees to assist them in understanding regulations and practices applicable to unemployment compensation generally; the laws and regulations governing the Programs specifically; the structure of NHES's operations and organization; the use of NHUIS notepad function for documentation of calls; and criteria and processes for transferring calls to within NHES for further action. NHES will provide reference documents, including written training materials.
- B. Designated Employees will be expected to receive and respond to telephone calls and inquiries from claimants and other members of the public regarding the Programs and to assist callers with such matters as eligibility for benefits under the Programs and/or the status of individuals' claims for benefits; reviewing overpayments and providing technical assistance in the area of overpayment recovery; sending out and assisting with

financial affidavits; entering claimant payment plans; assisting with wage garnishments; and discussing claimant appeal rights and options.

- C. Designated Employees shall be supervised by NHES in accordance with the Collective Bargaining Agreement, the NH Personnel Rules and other applicable law while performing Services.
- D. NHES shall provide each Designated Employee a safe and comfortable work space with all the furnishings and tools necessary to perform the Services.
- E. DRA reserves the right to withdraw any particular Designated Employee for any reason but agrees to make reasonable efforts to identify a new Designated Employee, if practicable. NHES reserves the right to reject any particular Designated Employee and in such event DRA shall make reasonable efforts to identify a New Designated Employee if practicable.

VI. CONFIDENTIALITY

- A. While providing Call Center Services, Designated Employees may gain access to information possessed and used by NHES in the performance of its statutory duties (the "Confidential Information"). The Confidential Information includes, without limitation, information exempted from public disclosure under RSA 91-A:6 and information which the Department is required to maintain as confidential pursuant to RSA 282-A:118, 120, and 121; 42 U.S.C. §503(a)(1); and 20 C.F.R. Part 603, including personally identifiable information regarding individuals, employers and employing units.
- B. As a condition precedent to being authorized by NHES to provide Collection Unit services, each Designated Employee shall be required to sign a Confidentiality Agreement in the form attached as Exhibit 1 to this MOU. Designated Employees 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.

VII. CONFLICTS OF INTEREST

- A. 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 Designated Employee to notify the NHES Supervisor if the Employee is filing an unemployment

claim of his or her own, or has knowledge that a family member, spouse 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 appearance of a conflict of interest.

VIII. CONTACTS

A. The Parties' contacts for purposes of this MOU are:

NHES

Richard J. Lavers, Deputy Commissioner

Richard.J.Lavers@nhes.nh.gov

603-228-4064

45 S. Fruit Street

Concord, NH 03301

New Hampshire Department of Revenue Administration (NHDR)

Lindsey Stepp, Commissioner

Lindsey.Stepp@dra.nh.gov

603-230-5005

109 Pleasant Street

Concord NH 03301

IX. TERM


A. The term of this MOU is for a period of twelve (12) months unless terminated sooner by either party upon notice to the other party. The MOU shall be effective as of the date of its approval. It may be renewed for additional periods upon the mutual written agreement of the Parties and subject to availability of funding. Part IV shall survive the termination of this Agreement.

B. This MOU is subject to and contingent on continued funding and availability of State and federal resources.

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

NEW HAMPSHIRE DEPARTMENT OF
EMPLOYMENT SECURITY

Dated: February 4, 2021



George N. Copadis, Commissioner

NEW HAMPSHIRE DEPARTMENT OF
REVENUE ADMINISTRATION

Dated: February 5, 2021



Lindsey M. Stepp, Commissioner

Dated: February 26, 2021

/s/ Stacie M. Moeser

Office of the Attorney General

Dated: February , 2021

Governor

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY

CONFIDENTIAL NATURE OF DEPARTMENT RECORDS

New Hampshire Employment Security's enabling law (RSA-282-A) provides for the confidentiality of its records for the protection of claimants and employers served by the agency as follows:

282-A:118 - Reports or Statement; Confidentiality. "Information . . . obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity except [as otherwise provided by law]."

282-A:121 - Penalty. "Any employee of the department of employment security, member of an appeal tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor." (emphasis added)

All information that comes into your possession or knowledge in the course of your work for the Department, which in any manner does or could reveal the identity of an employing unit or claimant or any person upon whom the Law bears, is completely confidential subject to the few exceptions provided in the statute.

Giving any information learned in your work about employers, claimants, job seekers, etcetera, to anyone is prohibited. You cannot access or use any information regarding individual claimants or employers. You cannot even acknowledge that any particular employer is subject to the Law or that any individual is applying for or is receiving benefits through NHES.

It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information, you are prohibited from doing so. All requests for information, even a Department employee's request for information unless you know that his or her job involves such, should be referred to your Department contact.

I certify that on _____, I read the above and understand that a violation is sufficient cause for immediate cancellation of my authority to have or retain access to any information maintained or belonging to NHES or to use or access any program or system containing such information. I also understand that violation of Section 118 as stated above may cause me to be prosecuted criminally as provided in Section 121.

Dated:

Name: