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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

July 19, 2022

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to amend a Memorandum of Understanding (MOU) with the Department of Health and Human Services (DHHS) (VC# 177926), in Consolidated Appropriations Act, Section 501(a) Emergency Rental Assistance (ERA1) funding for a housing stability program by decreasing the price limitation by \$2,331,129, from \$3,350,000 to \$1,018,871, with no change to the completion date of September 30, 2022, effective upon Governor and Council approval. This MOU was originally approved by the Governor and Executive Council on October 27, 2021 (Item#69). 100% Federal Funds.

EXPLANATION

This amendment to an existing MOU between DHHS and GOFERR is for the purposes of Housing Stability Services as part of New Hampshire's Emergency Rental Assistance Program (NHERAP) by facilitating a Displaced Households program. It has been mutually agreed upon to continue the MOU but reduce the allocation, as DHHS will not expend the full amount under the agreement in advance of U.S. Treasury established deadlines in the ERA1 program. This amendment will allow for the reallocation of funds to other areas of need in NHERAP.

GOFERR, in agreement with DHHS, is requesting a reduction of \$2,331,129 for the purposes of reallocating those funds with NHERAP, making them available for an agreement with New Hampshire Housing Finance Authority (NHHFA) under ERA1 for the provision of rental assistance, for which it has already received payment and was authorized during the State of Emergency on March 12, 2021 and subsequent amendments have been approved by Governor and Executive Council. The \$2,331,129 will be provided to NHHFA as new funds under the award, enabling NHHFA the ability to continue providing services it already provides within NHERAP and within the time constraints set out by U.S. Treasury.

Under this amended MOU, GOFERR will reimburse DHHS, in an amount not to exceed \$1,018,871, for expenses incurred for Housing Stability Services within NHERAP as part of a Displaced Households Program that is being coordinated by DHHS. The program consists of two components:

- 1) Intensive Case Management Program to provide housing stability services to NHERAP eligible displaced households; and
2) Landlord Incentive Outreach Program to provide outreach and education to increase the number of landlords that accept Housing Choice Vouchers and enter into rental agreements with NHERAP eligible displaced households.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

July 19, 2022
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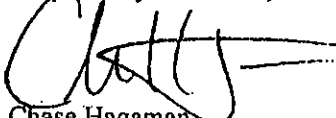
Intensive case management services will be provided through agencies with established qualified shelter programs. The focus of the intensive case management services are to assist individuals to move into permanent housing. An important component of the program is the provision of system navigation services to connect individuals with all housing resources that may be available to them in their community.

In an effort to secure housing for these households, the program also includes the Landlord Incentive Outreach Program, which will provide outreach and information in an effort to encourage landlords to assist with housing stability for individuals and families who are experiencing or at risk of homelessness. The intent of this is to increase the awareness and availability of programmatic and financial resources for landlords who choose to work with participating shelters to move an individual and/or family into permanent, affordable housing, and also agree to accept Housing Choice Vouchers.

This program fits into the Council on Housing Stability's goal to ensure that homelessness is rare, brief and one-time and recognizes the need to focus on targeted supports for individuals to access permanent housing as well as assisting landlords to become part of the solution.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Chase Hagaman,
Deputy Director, GOFERR

Concurred,



Lori Shabinette,
Commissioner, DHHS

**State of New Hampshire
Amendment to Inter-Department Memorandum of Understanding**

The State of New Hampshire Governor's Office for Emergency Relief and Recovery (GOFERR) and the New Hampshire Department of Health and Human Services (DHHS) hereby mutually agree to amend the Memorandum of Understanding (MOU) previously entered into, signed by Governor and Council on October 27, 2021, to decrease the amount GOFERR will transfer to DHHS by \$2,331,129.00 in order to reallocate those funds for use in the ERA1 Rental Assistance Program.

Wherefore the MOU is amended as follows:

1. Amend paragraph 1 of the MOU by decreasing the amount GOFERR will transfer to DHHS by \$2,331,129.00, from \$3,350,000.00 to \$1,018,871.00.
2. Amend Paragraph 1 of Exhibit B (Page 7) to read in its entirety as follows:

DHHS shall receive payment not to exceed \$1,018,871.00 from GOFERR within 15 days of the effective date to be used only for approved expenditure reports as described in EXHIBIT A.

3. All other provisions of the MOU executed by the parties and signed by Governor and Council on October 27, 2021 shall remain in full force and effect.

4. **Governor's Office for Emergency Relief and Recovery**


Chase Hagaman, Deputy Director

Date:

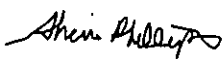
02/20/22

5. **NH Department of Health and Human Services**


Christine Santaniello, Associate Commissioner

Date: July 19, 2022

6. **Approved as to form substance and execution NH Department of Justice:**


Signature
Print Name: Sheri Phillips

Date: 7/20/2022

Title: Assistant Attorney General

7. Approved by New Hampshire Governor and Council

Date: _____

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STATE OF NEW HAMPSHIRE



GOVERNOR'S OFFICE

for

EMERGENCY RELIEF AND RECOVERY

October 12, 2021

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

REQUESTED ACTION

Authorize the Governor's Office for Emergency Relief and Recovery (GOFERR) to enter into a Memorandum of Understanding (MOU) with the Department of Health and Human Services (DHHS) (VC# 177926), in Consolidated Appropriations Act, Section 501(a) Emergency Rental Assistance (ERA) funding for a housing stability program in the amount of \$3,350,000, effective upon approval of the Governor and Council through September 30, 2022. 100% Federal Funds.

Funds are available as follows:

01-02-02-020210-Governor's Office for Emergency Relief and Recovery,
19710000 - Emergency Rental Assistance

085-588595 - Xfers To State Agency Out FF

FY2022
\$3,350,000

EXPLANATION

DHHS shall receive a transfer from GOFERR for expenses incurred for Housing Stability Services for Displaced Households Program, which consists of two program components and DHHS coordination:

- 1) **Intensive Case Management Program** to provide housing stability services to New Hampshire Emergency Rental Assistance Program (NHERAP) eligible displaced households; and
- 2) **Landlord Incentive Outreach Program** to provide outreach and education to increase the number of landlords that accept Housing Choice Vouchers and enter into rental agreements with NHERAP eligible displaced households.
- 3) **Staff Support** to carry out the goals and objectives of this program and to advance related objectives set forth in the Council on Housing Stability Strategic Plan.

The housing stability services intensive case management services will be provided through agencies with established qualified shelter programs. The focus of the intensive case management services are to assist individuals to move into permanent housing. An important component of the program is the provision of system navigation services to connect individuals with all housing resources that may be available to them in their community. In an effort to secure housing, the program also includes the Landlord Incentive Outreach Program, which will provide outreach and information in an effort to encourage landlords to assist with housing stability for individuals and families who are experiencing or at risk of homelessness. The intent of this to increase the awareness and availability of programmatic and financial resources available to landlords who choose to work with participating shelters to move an individual and/or family into permanent, affordable housing, and also agree to accept Housing Choice Vouchers.

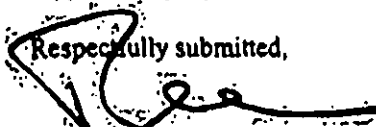
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301
October 12, 2021
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This program fits into the Council on Housing Stability's goal to ensure that homelessness is rare, brief and one-time and recognizes the need to focus on targeted supports for the individuals to access permanent housing as well as assisting landlords to become part of the solution.

Both programs would be ready to launch on or about November 1, 2021 or upon Governor and Council approval.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Taylor Oswell,
Executive Director, GOFERR

Concurred,

Christine Santanillo for
Lori Shibinette,
Commissioner, DHHS

**State of New Hampshire
Inter-Department Memorandum of Understanding**

Whereas the Governor's Office for Emergency Relief and Recovery (GOPERR) is a duly constituted instrumentality of the Governor's Office of the State of New Hampshire;

Whereas, the New Hampshire Department of Health and Human Services (DHHS) is a duly constituted executive branch agency of the State of New Hampshire;

Whereas pursuant to Executive Order 2020-06, GOPERR is responsible for providing funding through transfers and/or subawards of the State's allocation of Consolidated Appropriations Act, Division N, Section 501(c), Emergency Rental Assistance (ERA1), Housing Stability Services Funds to AOC, CFDA number 21.023, FAIN Nos. ERA0012 and ERA0435;

Whereas, GOPERR desires to transfer to DHHS an amount not to exceed \$3,353,350 to be used for the purposes stated herein;

Whereas, DHHS is responsible for adhering to all conditions as set forth in ERA1 and all applicable rules and regulations;

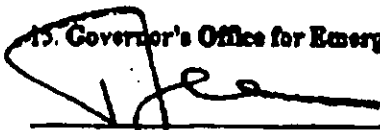
Whereas, DHHS desires to provide an Intensive Case Management Program and Landlord Incentive Outreach Program to increase housing stability;

NOW THEREFORE, the parties enter into this Memorandum of Understanding (MOU) to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. GOPERR agrees to transfer to DHHS the amount of \$3,353,350 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference. Payment shall be provided from 01-002-002-0202-19710000-588595.
2. DHHS agrees to perform the services described in the attached MOU Exhibit A, which is attached hereto and incorporated by reference herein.
3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. Special provisions for the above-referenced services are included in MOU Exhibit C, such exhibit being hereby incorporated by reference. For the purposes of this MOU, GOPERR has identified DHHS as a subrecipient in accordance with 2 C.F.R. 200.221. GOPERR has also identified this MOU in accordance with 2 C.F.R. 200.332.
5. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

6. This MOU is effective upon Governor and Executive Council approval and will remain in effect through September 30, 2022.
7. This MOU may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least 30 days prior to termination.
8. The parties agree that the obligations, agreements and promises made under this MOU are not intended to be a legally binding contract as both parties are entities of the State, this agreement is not legally enforceable through court action and disputes must be resolved as set forth in paragraph 9.
9. Disputes under this MOU which cannot be resolved between the agencies shall be referred to the Department of Justice, Civil Bureau, for review and resolution.
10. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
11. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
12. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of the MOU will remain in full force and effect.
13. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior memoranda of understandings and understandings related hereto.
14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being specifically preserved.

15. Governor's Office for Emergency Relief and Recovery


 Taylor Caswell, Executive Director

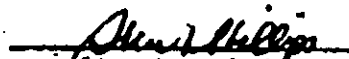
12 OCT 21
 Date

16. NH Department of Health and Human Services


 Christine Santanillo, Associate Commissioner

10/8/2021
 Date

17. Approved by the Attorney General (Form, Substance and Execution)


 David Hollister, Attorney General

10/12/2021

Initial cle
 Date 10/12/21

Date

18. Approved by Governor and Executive Council



OCT 27 2021

Date

DEPUTY SECRETARY OF STATE

Initial *clp*
Date *10/27/21*

EXHIBIT A

SCOPE OF SERVICES

1. DHHS shall receive a transfer from GOFERR for expenses incurred for Housing Stability Services for Displaced Households Program, which consists of two program components and DHHS coordination:

- 1) Intensive Case Management Program to provide housing stability services to NHERAP eligible displaced households; and
- 2) Landlord Incentive Outreach Program to provide outreach and education to increase the number of landlords that accept Housing Choice Vouchers and enter into rental agreements with NHERAP eligible displaced households.
- 3) Staff Support to carry out the goals and objectives of this program and to advance related objectives set forth in the Council on Housing Stability Strategic Plan.

Both programs would be ready to launch on or about November 1, 2021.

2. To summarize, the main components of the programs are:

A. Intensive Case Management Program:

The housing stability services intensive case management services will be provided through subawards to agencies with established qualified shelter programs through amendments to existing contracts with DHHS. To qualify for the funding, a shelter program must demonstrate that it can provide the intensive case management services contemplated by this program. The housing stability intensive case management services include:

- Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a participant/household in overcoming immediate barriers to obtaining housing.
- Each program shall include a system navigator who will work with each participant to complete all housing application materials, including (but not limited to) applications for the Emergency Rental Assistance Program, applications for Housing Choice Vouchers or Public Housing through the Public Housing Authorities, and eligibility paperwork for any other community-based service.
- The system navigator shall conduct a Homeless Management Information System (HMIS) intake, and enter all individuals into the HMIS Coordinated Entry System to ensure the individuals are included in the Prioritization List for available HUD and state funded housing programs.
- The system navigator will ensure that all potential tenants will have completed a course designed to prepare them for the responsibilities of being a renter and serve as a point of contact and resource for landlords.

- The system navigator will act as a liaison between the individuals and the Community Action Programs for the Emergency Rental Assistance Program. System navigators will assist individuals with NHERAP applications, including gathering all supporting documents, to ensure a complete and timely submission to the CAP agencies for assistance.

DHHS will reimburse Contractors for the cost of providing intensive case management services plus paid an additional stipend of \$2,000 for each NHERAP eligible household that secures housing.

Household Eligibility:

To be eligible for intensive case management:

- a. One or more individuals within the household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak; and
- b. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- c. The household has a household income at or below 80 percent of area median income.

If a household is eligible for an existing program with narrower eligibility criteria that can provide similar assistance, grantees should utilize such programs prior to providing similar assistance under this Housing Stability Services program.

B. Landlord Incentive Outreach Program:

The Landlord Incentive Outreach Program provides outreach and education to encourage landlords to play a key role in contributing to housing stability by increasing awareness of programmatic and financial resources available to landlords who choose to work with participating shelters to move an individual or family into permanent, affordable housing, agree to accept Housing Choice Vouchers. The programmatic and financial resources available to landlords may include:

- Payment under NHERAP of Other Housing Assistance for initial additional payment of one-month's rent (up to \$1,200) for each Housing Choice Voucher unit, funds are disbursed upon tenant move in and require a one-year minimum lease OR 30-Day Rental Offset to Hold Available Units: Up to one month's rent (\$1,200 maximum) as part of written rental agreement to hold a unit for up to 30-days in order to accommodate tenant move in.
- Other landlord incentives that may be made available.
- Landlord support from participating shelters that provide ongoing case management services for tenants, including visiting the tenant regularly to help with stability and goal achievement and serving as a resource and point of contact for the landlord if any issues arise.
- Resources to assist in resolving tenant conflicts before eviction becomes unavoidable.

DHHS will reimburse Contractors for the cost of providing outreach services plus paid an additional stipend of \$2,000 for each NHERAP eligible household that secures housing in a unit newly accepting Housing Choice Vouchers.

Initial *UP*
Date *11/17/21*

3. To the extent that the Subrecipient is making subawards from this award, the Subrecipient shall ensure that subawards contain adequate provisions that the funds can only be used for allowable costs under Section 501(c)(3) of the Consolidated Appropriations Act, 2021.

4. The Subrecipient shall submit monthly reports to GOFERR by email or other electronic means subsequently designated by GOFERR to ensure timely program administration and assistance. The monthly reports, the specific elements to be designated by GOFERR shall track expenditures for the prior month. Subrecipient shall also submit expenditure reports on a quarterly basis, within 10 days following the end of the quarterly activities. Expenditure reports submitted later than 10 days following the end of the quarter will be considered late and out of compliance.

5. Between the Effective Date and the date 5 years after the Completion Date, the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the GOFERR, the U.S. Department of Treasury or OMB shall demand, the Subrecipient shall make available to the GOFERR, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this MOU. The Subrecipient shall permit the GOFERR, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, personnel records, data, and other information relating to all matters covered by this MOU.

6. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Grant. The Subrecipient warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws.

7. The administrative costs, not to exceed 8.5%, will be included in the total for the program. This cap on administrative costs is a total administrative cost cap that includes DHHS administrative costs and the administrative cost for any sub-awards.

8. Any portion of the grant not expended by Subrecipient for allowable costs by September 30, 2022, shall lapse and shall not be paid.

EXHIBIT B

SCHEDULE/TERMS OF PAYMENT

1. The Subrecipient shall receive payment not to exceed \$3,353,350.00 from GOFBRR within 15 days of the effective date to be used only for approved expenditure reports as described in EXHIBIT A.

EXHIBIT C

SPECIAL PROVISIONS

1. Statutes and regulations prohibiting discrimination applicable to this MOU, include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefiting from federal assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

2. Publications: Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part by, federal award numbers ERAE0119 awarded to the State of New Hampshire by the U.S. Department of the Treasury."