



Lori A. Shibley
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES
BUREAU OF ELDERLY AND ADULT SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-9203 1-800-852-3345 Ext. 9203 Fax: 603-271-4643
Long Term Care Medical Eligibility Determination Unit 603-271-9088 Fax: 603-271-7985
TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 15, 2022

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 Long Term Supports and Services, to **enter into** a memorandum of understanding with the New Hampshire Department of Energy (Vendor # 359894-B001), Concord, New Hampshire, in the amount of \$82,200 for Senior Energy Assistance Services, with the option to renew for up to six (6) additional years, effective October 1, 2022, or upon Governor and Council approval, whichever is later, through September 30, 2024. 50% Federal Funds. 50% General Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	049-584952	Transfer to Other State Agency	48130306	\$30,825
2024	049-584952	Transfer to Other State Agency	48130306	\$41,100
2025	049-584952	Transfer to Other State Agency	48130306	\$10,275
			Total	\$82,200

EXPLANATION

The purpose of this request is to enter into a Memorandum of Understanding with the New Hampshire Department of Energy (DOE) to provide energy assistance in the form of fuel oil, electricity, gas or wood to New Hampshire residents over sixty (60) years of age. The DOE is the designated administrator for the statewide Fuel Assistance Program and has the capacity and expertise to serve the Department's Bureau of Elderly and Adult Services' population of eligible older adults.

Approximately 152 households will be served annually from October 1, 2022 to September 30, 2024.

The Senior Energy Assistance Program (SEAS) provides energy assistance funds for individuals, 60 years of age or older, who are over income under the low-income Home Energy Assistance Program (LIHEAP). The goal is to allow individuals to be able to stay in their home. This assistance will be provided by the DOE to provide support throughout the State. Senior Energy Assistance Services (SEAS) assists in the prevention of an energy emergency that is defined as conditions that pose serious threat to the health and safety of individuals from the lack of adequate home energy.

The DOE's performance will be measured by their ability to provide energy assistance to senior households in accordance with the terms of the Memorandum of Understanding as evidenced by monthly invoices and reports submitted to the Department. In addition, by May 15th of each State Fiscal Year, the DOE will report to the Department the outcome of client feedback about the quality of services provided by the DOE.

As referenced in Section 2, Term, Subsection 2.2. of the attached agreement, the parties have the option to extend the agreement for up to six (6) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the assistance provided to these senior households may be reduced to a level that could jeopardize their ability to remain in their homes. These energy assistance services allow the elderly to maintain maximum independence, health and quality of life, which supports the Department's mission for individuals aged sixty (60) and over to remain in the community.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2101NHOASS.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

AND

New Hampshire Department of Energy

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Energy (DOE), 21 South Fruit Street, Suite, 10, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties. The DHHS will provide statewide energy assistance through the Senior Energy Assistance Services (SEAS) as part of the statewide Fuel Assistance Program (FAP) administered by the DOE; and
 - 1.2.1. The DOE is responsible for the disbursement of the DHHS energy assistance funds by contracting with the five (5) Community Action Agencies (CAAs) to carry out the duties of the FAP in New Hampshire which are Community Action Program of Belknap-Merrimack Counties, Inc.; Southern New Hampshire Services Inc.; Southwestern Community Services, Inc.; Community Action Partnership of Strafford County; and Tri-County Community Action Program, Inc.; and
 - 1.2.2. The goal of this service is to ensure New Hampshire residents, age sixty (60) and older, are able to remain in their homes and communities and to ensure that the services they receive assist them in remaining independent; and
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective Date: This MOU is effective October 1, 2022 or upon Governor and Executive Council approval, whichever is later.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 30, 2024. The Parties may extend the MOU for up to six (6) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, the DOE shall deliver to DHHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination.

Memorandum of Understanding Between DHHS and The New Hampshire Department of Energy

- 2.5. In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE DEPARTMENT OF ENERGY (DOE)

3.1. The New Hampshire DOE agrees to:

- 3.1.1. Provide energy assistance to eligible households. Require all individuals ages sixty (60) and older applying for energy assistance to complete a FAP application. Ensure those households with members age sixty (60) and older who are ineligible for benefits under regular FAP program guidelines are notified by their CAA that they may be eligible for SEAS benefits. The DOE shall determine eligibility for energy assistance as specified in The Older Americans Act of 1965, as amended and through the FAP application process as set forth in the Fuel Assistance Procedures Manual, in coordination with the CAAs.
- 3.1.2. Monitor all applications and payment procedures of the CAAs. The DOE shall ensure the CAAs maintain records for each individual recipient and maintain financial records.

3.2. Rules and Policies:

- 3.2.1. The DOE shall provide services according to the rules and policies of DOE's Senior Energy Assistance Services (SEAS) as part of the statewide Fuel Assistance Program (FAP) and DHHS which are incorporated by reference into this MOU, and as specified in the State Plan on Aging and the Older Americans Act of 1965 as amended, and in effect at any time during the MOU period as they may be adopted or amended.

3.3. Reporting and Quality Assurance:

- 3.3.1. The DOE shall collect and report the following de-identified aggregate data to DHHS on a monthly basis:
- 3.3.1.1. Number of clients served by town;
 - 3.3.1.2. Number of units of service delivered to clients;
 - 3.3.1.3. Monthly program amount by direct and indirect costs; and
 - 3.3.1.4. Other data related to service provision as requested by DHHS.
- 3.3.2. The DOE shall report the data on a standard template provided by DHHS.
- 3.3.3. The DOE shall submit completed data reports to BEAS, Finance and Business Operations, 129 Pleasant Street, Concord, New Hampshire 03301-0387.
- 3.3.4. The DOE agrees to obtain client feedback as to the quality of services provided by the CAAs and report the outcome to BEAS by May 15th of each year of the MOU and to participate in any future Quality Assurance Measures adopted by BEAS.
- 3.3.5. The DOE shall forward the information collected from the CAAs pertaining to DHHS Exhibit J Certification regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance to BEAS.

3.4. Performance Measure:

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To ensure the provision of SEAS home energy services, to assist in the prevention of an energy emergency that is defined as a condition(s) that poses serious threat to the health and safety of individuals from the lack of adequate home energy fuel, the DOE shall ensure the CAAs follow up with the client after delivery of service to confirm the energy emergency was prevented.

3.5. Consumer Appeal Process:

The DOE shall maintain an appeal and administrative fair hearing process as set forth in DOE's Fuel Assistance Procedures Manual, for individuals who have been denied FAP services or question the FAP benefits provided.

3.6. Criminal Background and BEAS State Registry Checks:

The DOE shall require the CAAs to conduct criminal background checks for all employees, applicants for employment, volunteers and applicants for volunteer positions if those positions could possibly have client contact in the client's place of residence.

3.7. The DOE shall require the CAAs to comply with RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the BEAS State Registry, effective July 1, 2007.

3.8. The DOE shall require the CAAs to submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the effective date of the contract agreement between DOE and the CAA.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

- 4.1.1. Subject to the DOE's compliance with the terms and conditions of this MOU, reimburse the DOE at the rate and for up to the units of services provided to eligible individuals as follows in Table A: Service Rates and Units.

Table A: Services Rates and Units			
Service	State Fiscal Year	Rate Per Unit	Number of Units (Households)
Energy Assistance	2023 (July 1, 2022 to June 30, 2023)	\$270.38	114
Energy Assistance	2024 (July 1, 2023 to June 30, 2024)	\$270.38	152
Energy Assistance	2025 (July 1, 2024 to September 30, 2025)	\$270.38	38

5. PAYMENT TERMS

Memorandum of Understanding Between DHHS and The New Hampshire Department of Energy

- 5.1. The maximum amount of funds available for reimbursement under this MOU from DHHS to the DOE shall not exceed \$30,825 in State Fiscal Year 2023, \$41,100 in State Fiscal Year 2024, and \$10,275 in State Fiscal Year 2025.
- 5.2. The DOE shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The DOE shall:
 - 5.2.1. Ensure the invoice is on DOE's letterhead.
 - 5.2.2. Ensure the invoice identifies the dates that services were provided, actual units provided and total dollar amount for allowable costs incurred in the previous month.
- 5.3. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to BEASInvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.4. DHHS shall make payment to the DOE within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.5. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
- 5.6. Funding for this service is provided by the Administration for Community Living Title IIIB Supportive Services, Catalog of Federal Domestic Assistance # CFDA 93.044, Federal Award Identification Number (FAIN) 2101NHOASS (Federal Funds) and State General Funds, Account 05-095-48-481010-78720000-049-584902 (General Funds).
- 5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds from Federal and General Funds are reduced or become unavailable.
- 5.8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES


- 6.1. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.2. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.

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- 6.4.** 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 this MOU will remain in full force and effect.
- 6.5.** 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 MOU and understandings relating hereto.
- 6.6.** Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

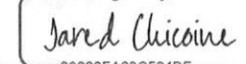
Memorandum of Understanding Between DHHS and The New Hampshire Department of Energy

APPROVALS:

DocuSigned by:

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Christine Santaniello
Associate Commissioner
NH Department of Health and Human Services

2/24/2022

Date

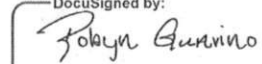
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39280FA03C524BF...
Jared Chicoine
Commissioner
NH Department of Energy

2/24/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:

748734844941460...
Name: Robyn Guarino
Title: Attorney

2/24/2022

Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name: _____
Title: _____

_____ Date