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

Lori A. Shibley
Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
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May 20, 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 Economic and Housing Stability, to enter into a memorandum of understanding with Community College System of New Hampshire (CCSNH) (VC #216952), Concord, New Hampshire, in the amount of \$105,000 for Supplemental Nutrition Assistance Program (SNAP) Education and Training (E&T), with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2022 and 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSIST DVI, EMPLOYMENT SUPPORTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	085-588558	Inter-Agency transfers out of Federal Funds	TBD	\$15,000
2023	085-588558	Inter-Agency transfers out of Federal Funds	TBD	\$90,000
			Total	\$105,000

EXPLANATION

The purpose of this request is to provide funding and necessary education and training services for SNAP E&T participants to attend training in high wage and/or high demand occupations. Under the Food and Nutrition Service (FNS) third party reimbursement model, the State can claim certain funding for SNAP E&T programs to FNS. FNS reimburses the State for 50% of the funds claimed. The Department will then pay the FNS reimbursement funds to CCSNH for education and training for SNAP E&T participants. Individuals who participate in these trainings are afforded greater occupational and career advancement opportunities with the goal of achieving economic mobility. Additionally, these trainings are specifically intended to help participants mitigate the benefit cliff by providing education and training in occupations with the earnings potential necessary to overcome the loss of benefits associated with increased earnings.

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New Hampshire is the only state in the region that does not utilize the FNS third party partnership model, which has shown to be successful in other states.

Approximately 20 individuals will be served during State Fiscal Years 2022 and 2023.

Currently, New Hampshire's workforce is in need of trained and qualified workers in high demand jobs. These services will enable SNAP E&T participants to obtain qualifications needed to help meet that need. Participants are individuals over the age of 17 who receive SNAP benefits, and who are not eligible for other financial assistance programs. The services from CCSNH will assist individuals who are having challenges meeting their basic needs to obtain jobs that pay a higher wage.

As referenced in the MOU Section 2., Term, Subsection 2.2., of the attached agreement, the parties have the option to extend the agreement for up to five (5) 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, individuals in need of education and training to compete for high demand/high wage occupations will not have this opportunity and New Hampshire businesses will not have access to workers that could fill currently vacant positions. If this MOU is not approved, the State would be unable to receive additional federal funds associated to offer a SNAP E&T program.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #10.561, FAIN #224NH403S2519

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. Shabinette
Commissioner

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

AND

COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the Community College System of New Hampshire (CCSNH), 26 College Drive, Concord, NH 03301 (referred to as the "Parties").
- 1.2. DHHS shall claim funding for Supplemental Nutrition Assistance Program (SNAP) Employment and Training Program (E&T) programs to Food and Nutrition Service (FNS) in accordance with the FNS third party reimbursement model. Upon reimbursement by FNS to DHHS for 50% of the funds claimed, DHHS shall transfer FNS reimbursement funds to CCSNH for training and support for SNAP E&T participants.
- 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 upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through June 30, 2023. The Parties may extend the MOU for up to five (5) 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, CCSNH 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.

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.

Memorandum of Understanding Between DHHS and Community College System of New Hampshire

3. RESPONSIBILITIES OF THE COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE

3.1. CCSNH agrees to comply with the terms of Section 5, Payment Terms, and further agrees to:

- 3.1.1. Provide no more than \$210,000 in services for this MOU with a total possible reimbursable amount of \$105,000 from DHHS.
- 3.1.2. Provide funding for SNAP E&T participants to attend short-term training programs in high wage and/or high demand occupations.
- 3.1.3. Provide the supportive services and/or supplies necessary for SNAP E&T participants to attend scheduled training opportunities. Supportive services and/or supplies must be expenses that are reasonable, necessary, and directly related to participation in the SNAP E&T Program.
- 3.1.4. Verify participant enrollment in the SNAP E&T program with DHHS, Bureau of Employment Support (BES) prior to providing any reimbursable service.
- 3.1.5. Participate annually, or as otherwise requested by the Department, in program monitoring activities and fiscal reviews, including, but not limited to, site visits and participant file reviews.
- 3.1.6. Maintain auditable records and accounts of all costs associated with reimbursable SNAP E&T expenses.
- 3.1.7. Ensure any reimbursed funds received under this agreement are not used to supplant non-federal funds being used for existing services and activities.
- 3.1.8. Generate and accept SNAP E&T referrals.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

- 4.1.1. Provide funding to CCSNH in accordance with the FNS third party reimbursement model for SNAP E&T participants to attend training in high wage and/or high demand occupations and supportive services necessary for participants to attend training.
- 4.1.2. Provide case management services as needed for SNAP E&T participants, including conducting comprehensive assessments, developing employment plans, and making referrals to other agencies.
- 4.1.3. Conduct annual program monitoring activities and fiscal reviews with CCSNH to ensure compliance with the SNAP E&T State Plan and guidance.
- 4.1.4. Generate and accept SNAP E&T referrals.

Memorandum of Understanding Between DHHS and Community College System of New Hampshire

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to CCSNH shall not exceed \$15,000 in State Fiscal Year 2022 and \$90,000 in State Fiscal Year 2023 with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU and shall not exceed the funding referenced in 5.1 above.
- 5.3. CCSNH shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. CCSNH shall:
 - 5.3.1. Ensure the invoice is presented in a form that is provided by DHHS or is otherwise acceptable to DHHS.
 - 5.3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.3.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
- 5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to Besinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.5. DHHS shall make payment to CCSNH within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.6. 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.
- 5.7. 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 U.S. Department of Agriculture, Food and Nutrition Service funds are reduced or become unavailable.

Memorandum of Understanding Between DHHS and Community College System of New Hampshire


- 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 and 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.
- 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 MOUs 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 Community College System of New Hampshire


APPROVALS:

DocuSigned by:

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 Karen Hebert
 Division Director
 NH Department of Health and Human Services

6/9/2022

Date

DocuSigned by:

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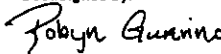
 Brian Bicknell
 president
 Community College System of New Hampshire

6/9/2022

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:

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 Name: Robyn Guarino
 Title: Attorney

6/9/2022

Date

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

 Name:
 Title:

Date