

## MEMORANDUM OF UNDERSTANDING

### LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

The purpose of this Agreement is to document the mutually beneficial relationship between Senior Friendship Centers, the Emergency Home Energy Assistance Program (EHEAP) provider, and Desoto County Social Services Department, Low Income Home Energy Assistance Program (LIHEAP) provider for Desoto County. This Agreement is designed to encourage coordination efforts on behalf of consumers who are eligible for EHEAP or LIHEAP assistance. This Agreement starts on October 1, 2025 to September 30, 2026, or will be updated if one of the above contracted parties change. All parties agree to the following terms and conditions:

1. Develop a positive relationship that encourages coordination and focuses on providing needed services to consumers in county in which they were residing at the time the home energy costs were incurred.
2. Coordinate services to prevent the duplication of benefits to consumers.
3. Make efforts to increase the quality of services provided to elderly participants.
4. Make referrals as necessary between agencies to ensure that crisis assistance is provided to consumers with the highest home energy needs and the lowest household income where there are insufficient funds. When funds are not available or are insufficient to meet the emergency home energy needs of a consumer, each agency agrees to accept an application for crisis benefits from consumers who may have initiated services with the other agency. The application must be properly completed. The consumer will provide all required eligibility documents.
5. Share information concerning training and staff development conducted on a local, state, and national level.
6. Invite each other to participate in planning meetings designed to enhance the delivery of services to consumers facing home energy crisis situations.
7. Plan and coordinate advertising, or hosting of events, when possible, that will make the community, especially low-income rural areas, aware of the availability of funds.
8. Coordinate services between programs for potential consumers living in the service area, between the Department of Community Affairs' Weatherization Assistance Program, LIHEAP & EHEAP.
9. Implement a plan that permits an immediate response on requests for verification that a household has not received EHEAP or LIHEAP crisis benefits.

**Privacy:** Both providers agree to abide by the Health Insurance Portability and Accountability Act Final Privacy Rule, 45 CFR Parts 164.306(a)(4) and 164.308(a), Health Information Technology for Economic and Clinical Health Act, any applicable federal or state laws pertaining to confidentiality of client records, including but not limited to protection of social security numbers.

**Mutual indemnity:** Each PARTY shall hold harmless, and indemnify the other PARTY and its directors, officers, agents, and employees against any and all loss, liability, damage, or expense caused by the indemnifying PARTY. However, neither PARTY shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct. Nothing contained herein shall be construed or interpreted as a waiver of the County's sovereign immunity, or of any rights, defenses, or limitations of liability which the County may have under Section 768.28, Florida Statutes, or any other applicable law.

I hereby agree to comply with the above regulations.

EHEAP Representative Name

EHEAP Provider Signature

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Title

Date \_\_\_\_\_

LIHEAP Provider Signature

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Title

Date \_\_\_\_\_