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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

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March 20, 2020

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 for Children, Youth and Families, to enter into a memorandum of understanding with the Governor's Office, Office of the Choose Love Program, (VC#177930), Concord, NH in the amount of $30,000 to provide support services to the Department to implement Choose Love across programs connected to Children Youth and Families, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, 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.

05-95-42-421010-29580000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD-FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	049-584902	Transfer to Other State Agencies	42105822	$15,000
2021	049-584902	Transfer to Other State Agencies	42105822	$15,000
			Total	**$30,000**

EXPLANATION

The purpose of this request is for the Governor's Office, Office of the Choose Love Program (Governor's Office) to provide support and technical assistance services to the Department to implement Choose Love across programs and communities connected to DCYF and the broader DHHS program network. The Governor's Office will coordinate and collaborate with the Department to provide the Choose Love Program to DHHS and DCYF staff and residential and community based providers and partners who are implementing the Choose Love program in their programs, facilities and communities. The program can be delivered both in

person and virtually to support the social emotional needs and skills of youth, parents, and professionals who impact the safety, health and well-being of children and youth. Additionally, the Governor's Office will participate as available on the Children's System of Care Advisory Committee and provide an annual summary of all Department activities.

The Director will work with the Department to assist more than 800 foster homes and 30 residential providers across the state; Choose Love has the potential to help over 1100 children in care from March 20, 2020 to June 30, 2021. Thus far, Choose Love has reached over 117,000 students through the collaboration with parents and teachers and other key professionals in children's lives. It is expected that the number of children served will rise substantially over the next year as other community-based programs and organizations continue to use and share the Choose Love curriculum.

The Governor's Office will plan and coordinate all Department related activities with the Associate Commissioner for Human Services & Behavioral Health and provide periodic updates. Additionally the Governor's Office will collaborate with the Department directors to determine how to share and spread across programs serving children and families such as presenting to staff, providers and stakeholders.

As referenced in the Memorandum of Understanding, Section 4, Duration Modification and Termination of Agreement, Subsection 4.3, of the attached memorandum of understanding, the parties have the option to extend the agreement for up two (2) 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 Department will not have the supports of Choose Love programs, services and staff, as a result DHHS and DCYF staff, residential and community providers, parents and youth may not be informed of how to access and or implement these services within their programs and communities.

Area served: Statewide

Respectfully submitted,

for Christopher

Lori A. Shibinette
Commissioner

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD NH 03301

AND

THE OFFICE OF THE GOVERNOR OF THE STATE OF NEW HAMPSHIRE

Whereas, THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") entered into by and between the New Hampshire Department of Health and Human Services, ("DHHS") and the Office of the Governor; and

Whereas, the purpose of this MOU is for the NH Office of the Governor's Choose Love Program Director (hereinafter referred to as the "Director") to provide support services to the DHHS to implement Choose Love across programs connected to children, youth and families. This MOU shall be effective on the date of Governor and Executive Council approval. The MOU may only be amended by mutual agreement of the parties in writing and with Governor and Executive Council approval during the effective period.

NOW THEREFORE, In consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the parties hereto agree as follows:

1. <u>The activities performed under this MOU include the following:</u>

1.1 TheDirector will:

1.1.1 Plan and coordinate all DHHS related activities with the Associate Commissioner for Human Services & Behavioral Health and provide periodic updates;

1.1.2 Present an overview of Choose Love to DHHS Mid-Level Managers and coordinate follow-up presentations as available;

1.1.3 Collaborate with DHHS Human Services & Behavioral Health Directors to determine how to share and spread across programs serving children and families, i.e. presenting to staff, providers, stakeholders as available;

1.1.4 In collaboration with Division for Children, Youth, and Families (DCYF) and the Behavioral Health/Children of Behavioral Health leadership:

1.1.4.1 Present to DCYF Field Leadership and

Supervisors, and Bureau of Children's Behavioral Health staff;

1.1.4.2 Engage youth leaders and collaborate with them to spread Choose Love throughout efforts – as available to include the annual Youth Voices Summit;

1.1.4.3 Design and launch a Choose Love program specific to Sununu Youth Service Center (SYSC) youth,

1.1.4.4 Present Choose Love to DCYF Residential Providers and as available, engage with providers who are interested in implementing a Choose Love program in their facility; and

1.1.4.5 Participate as available on the Children's System of Care Advisory Committee; and

1.1.5 Provide an annual summary of all DHHS related activities.

2. Costs/Payments

2.1 This MOU is subject to the availability of funds appropriated through the biennial budget process.

2.2 Subject to compliance with the terms of this MOU, DHHS shall reimburse the Office of the Governor for the actual agreed upon costs incurred in the performance of this MOU. The total amount of all payments made to the Office of the Governor for costs and expenses incurred in the performance of this MOU shall not exceed $30,000 in SFYs 2020 and 2021.

3. <u>Payment and Invoicing Instructions for Section 1. Scope of Services</u>

3.1 Payment for said services shall be made as follows:

3.1.1 The Office of the Governor will submit invoices upon the effective date of this MOU and on July 1, 2020, which identifies authorized expenses incurred for the invoice period defined in 2.2 above.

3.1.2 DHHS will pay the Office of the Governor through intergovernmental transfer within thirty (30) days of receipt of each invoice for Director services provided pursuant to this MOU.

3.1.3 The invoice must be submitted to:

Finance Director for DCYF/DHHS
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4. Duration, Modification and Termination of Agreement

4.1 This MOU may be amended in writing at any time by mutual consent of both parties.

4.2 In the event of an early termination of this MOU for any other reason than the completion of services, the Office of the Governor shall deliver to DHHS not later than fifteen (30) days after the termination a termination report describing in detail all services performed and the MOU funds used up to and including the date of termination. In the event that changes in either state or federal laws or regulations occur that render the performance of the activities set forth in this MOU illegal, void, impractical or impossible for the Office of the Governor, this MOU shall terminate immediately and automatically. Within thirty (30) days of the effective date of the termination, DHHS shall reimburse the Office of the Governor for all activities that were performed under this agreement prior to the date of termination.

4.3 Services will continue to June 30, 2021 from the MOU effective date with an option to renew this MOU for up to two (2) years.

5. Total Amount/Purpose of Funds

5.1 The NH DHHS shall reimburse the Office of the Governor, in an amount not to exceed the total payment defined in paragraph 2.2 above.

5.2 The NH DHHS shall not be responsible for any amount over the total payment described in 2.2.

3-18-20
Date:

Name:
Title:
Office of Governor Christopher T. Sununu

3/10/2020
Date:

Lori A. Shibinette
Commissioner
New Hampshire Department of Health and Human Services

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

Office of the Attorney General

3/10/2020
Date:

Name:
Title:

I hereby certify that the foregoing Memorandum of Understanding was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____(date of meeting).

Office of the Secretary of State

Date:

Name:
Title: