



Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

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August 25, 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 Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a Memorandum of Understanding with the New Hampshire Department of Education (VC#200915-B001), Concord, New Hampshire in the amount of \$154,000 to begin implementation of the Purple Star program, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through June 30, 2021. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, GOVERNOR'S COMMISSION FUNDS.

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	049-584956	Contracts for Prog Svc	92058502	\$154,000
			Total	\$154,000

EXPLANATION

The purpose of this request is to begin implementation of the Purple Star program that substance use prevention activities and supports to students in military families in up to twenty-five (25) selected schools statewide, from the date of approval by Governor and Executive Council until June 30, 2021.

On March 6, 2020, the Governor's Commission on Alcohol and Other Drugs voted to approve to support access to K-12 substance misuse prevention curricula and social-emotional learning practices pursuant to its authority under RSA 12-J:3. The Director of the DHHS Bureau of Drug and Alcohol Services is required to direct and coordinate the administrative support to the commission, including carrying out its policy and funding decisions. Approval of this MOU will allow the Department to provide the authorized funding from the Governor's Commission to the DOE for the development of curricula and the provision training to local educational agencies and schools on substance misuse.

The Purple Star program is designed to reduce the number of military youth who indicate the use of illicit drugs or alcohol within the last 30 days, increase the number of military youth who indicated a sense of community pride for their military affiliation and to increase the number of military youth who indicate a feeling that their sacrifice is recognized and appreciated, as measured by the New Hampshire Youth Risk Behavior Survey.

The New Hampshire Department of Education, Office of School Wellness, has successfully been using e-platforms to deliver and enhance methods of communication, collaboration and planning since the onset of COVID-19. All virtual learning tools available for the implementation of the Purple Star program will be used to establish processes, collaborate on shared documents, plan and move this important initiative forward.

The Department will monitor the Memorandum of Understanding by reviewing quarterly summaries provided by the New Hampshire Department of Education on the progress of program expenditures and program outcomes.

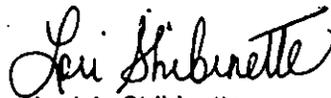
As referenced in Section 2, Term of the attached Memorandum of Understanding, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, and Governor and Council approval.

Should the Governor and Council not authorize this request, military youth and their families across the state will not receive the special considerations unique to military youth that build pride and resilience.

Area served: Statewide

Source of Funds: 100% Other Funds from The Governor's Commission Funds

Respectfully submitted,



Lori A. Shibinette
Commissioner

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



AND

THE NEW HAMPSHIRE DEPARTMENT OF EDUCATION

MOU-2021-BDAS-02-PREVE-01

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services ("DHHS"), Division for Behavioral Health, Bureau of Drug and Alcohol Services, 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Education ("DOE"), Bureau of Student Wellness, 101 Pleasant Street, Concord, New Hampshire 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the DHHS and the DOE regarding the use of funds from the Governor's Commission on Alcohol and Other Drugs for the support of the Purple Star Program that provides substance use prevention activities and support to students in military families.
- 1.3. In connection with the performance of this MOU, the DHHS and the DOE shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Duration: This MOU is effective upon the date of approval by the Governor and Executive Council through June 30, 2021. The parties may extend this MOU for up to one (1) year at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, and Governor and Council approval.
- 2.2. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the Governor and Executive Council.
- 4.7. Termination: Either party may unilaterally terminate this MOU upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice. In the event of an early termination of this MOU for any other reason than the completion of services, the DOE shall deliver to the 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 the DHHS, the DHHS reserves the right to terminate this Agreement and any remaining funds will be forfeited. Such termination shall be submitted in writing to the DOE and will require the DOE to deliver a final Termination Report as described above.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF EDUCATION

- 3.1. The DOE agrees to:
 - 3.1.1. Implement the Purple Star program in up to twenty-five (25) selected schools statewide to include:
 - 3.1.1.1. Establishing a point of contact within each school;

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- 3.1.1.2. Ensuring each point of contact completes professional development for military students and families; and
- 3.1.1.3. Identifying military-connected students and informing teachers of the military-connected students and the special considerations military families and students should receive.
- 3.1.2. Provide program evaluation to track if intermediate and long term outcomes are being achieved.
 - 3.1.2.1. Intermediate outcomes include, but are not limited to:
 - 3.1.2.1.1. Increasing the number of staff at each selected school who are trained in military culture and the impact of military service on youth.
 - 3.1.2.1.2. Increasing the number of youth who indicate involvement in military related events at their schools using an applicable survey.
 - 3.1.2.2. Long term outcomes include, but are not limited to:
 - 3.1.2.2.1. Reducing the number of military youth indicating the use of illicit drugs or alcohol within the past thirty (30) days using the Youth Risk Behavior Survey (YRBS).
 - 3.1.2.2.2. Increasing the number of youth indicating a sense of community pride for their military affiliation using the Developmental Asset Profile or other survey as appropriate.
 - 3.1.2.2.3. Increasing the number of military youth who indicate a feeling that their sacrifice is recognized and appreciated using an applicable survey.
- 3.1.3. Create and maintain a website for the Purple Star program that will serve as a centralized point for participating schools to access and provide relevant information and upcoming military events.
- 3.1.4. Secure military accouterments that include but are not limited to:
 - 3.1.4.1. Purple Star program Banner for participating schools.
 - 3.1.4.2. Flags for ceremonies and events.
 - 3.1.4.3. Coins for ceremonies and events.
- 3.1.5. The DOE shall provide quarterly summaries on the progress of the use of funds to the Governor's Commission and the DHHS. Any data provided in these summaries shall be aggregated and not include any personally identifiable information or other confidential information.
- 3.1.6. The DOE shall take appropriate steps to accept and expend the funds provided within the project period. The DOE agrees to submit quarterly invoices to the DHHS for costs incurred. Invoices must include a description of services and associated costs.
 - 3.1.6.1. Mail, or email, Invoices to:
 - Jill Burke
 - Bureau of Drug and Alcohol Services
 - 129 Pleasant Street

**Memorandum of Understanding Between DHHS and DOE
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Concord, NH 03301
(603) 271-6112
Jill.Burke@dhhs.nh.gov

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

- 4.1.1. Provide funding to the DOE to support the implementation of the Purple Star program up to a maximum amount of \$154,000 in State Fiscal Year 2021.
- 4.1.2. Pay the DOE within thirty (30) days of receipt of the approved invoices.
- 4.1.3. Monitor the expenditure of funds within this MOU by reviewing quarterly summaries and associated invoices provided to the DHHS by the DOE.

5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

- 5.1. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon the availability and continued availability of funds from the Governor's Commission. The DHHS shall not be required to transfer funds from any other source in the event that such funds become unavailable. The DHHS may adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified.
- 5.2. Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 5.3. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
- 5.4. 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 Memorandum of Understanding will remain in full force and effect.
- 5.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 5.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

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APPROVALS:

Lori Shubinette
Lori A. Shubinette
Commissioner
NH Department of Health and Human Services

10/15/2020
Date

Frank Edelblut
Frank Edelblut
Commissioner
Department of Education

10-8-20
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

10/23/20
Date:

Catherine Pinos
Name: Catherine Pinos
Title: Attorney

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

Date:

Name:
Title: