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Lori A. Shilbette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

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January 27, 2021

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, to enter into a memorandum of understanding with the New Hampshire Department of Corrections, Concord, NH, in the amount of \$105,962, for a series of training sessions for personnel working with individuals with mental illness who are involved with the justice system, including the Department of Corrections, court, and law enforcement personnel, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval through September 30, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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..

**06-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,
MENTAL HEALTH BLOCK GRANT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	085-588546	Interagency Transfer out of Federal	92234120	\$60,550
2022	085-588546	Interagency Transfer out of Federal	92234120	\$45,412
			Total	\$105,962

EXPLANATION

The purpose of this request is for approval of a memorandum of understanding for the Department of Health and Human Services to provide funding to the Department of Corrections for a series of training sessions to be conducted by the National Alliance on Mental Illness-New Hampshire (NAMI NH) between the effective date and September 30, 2021, for people working with individuals with mental illness involved with the justice system. Attendees will include employees of the Department of Corrections, the New Hampshire court system, and law enforcement organizations statewide. Trainings will include Building Trauma-Responsive

Correctional Settings; Mental Health First Aid/Awareness Training; Suicide Prevention Training; Responding to People with Mental Illness; and Crisis Intervention Training.

Trainings will directly address recommendations within New Hampshire's 10 Year Mental Health Plan. Based on Recommendation 8 in the 10 Year Mental Health Plan, the Governor's Executive Order 2019-02 established an advisory commission on mental illness and corrections to make recommendations on steps that can be taken to reduce incarceration and improve mental health services. The training sessions that will be provided through this memorandum of understanding are an important component of the plan to meet the identified objectives.

Approximately 300 individuals will attend at least one training session between the effective date and September 30, 2021.

The Department will receive a final report for each completed training session, which will include:

- A description of the training provided.
- The target audience.
- Total attendance.
- Any outcomes noted during training.
- Results from surveys completed by attendees.

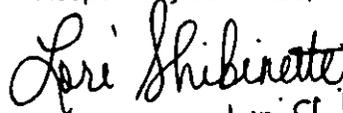
As referenced in Section 2 Term, Subsection 2.2 Duration of the attached Memorandum of Understanding, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, employees of Department of Corrections, the New Hampshire court system, and law enforcement organizations statewide may not receive valuable training that will increase their knowledge and improve their ability to address the complex issues experienced by individuals with mental illness in the criminal justice system.

Area served: Statewide.

Source of Funds: CFDA #93.958, FAIN #BO9SM082617-07.

Respectfully submitted,


Lori A. Weaver Lori Shibinette
Deputy Commissioner

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



AND

THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

MOU-2021-DBH-01-MENTA-01

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 New Hampshire Department of Corrections ("DOC"), 105 Pleasant Street, Concord, New Hampshire 03301 (referred to as the "Parties"). This MOU sets forth the roles and responsibilities of DHHS and DOC related to training based on recommendations from New Hampshire's 10-Year Mental Health Plan, and funds from the Substance Abuse and Mental Health Service Administration (SAMHSA) grant, CFDA #93.958, FAIN # BO9SM082617-07.
- 1.2. Based on Recommendation 8 in the 10 year Mental Health Plan, the Governor's Executive Order 2019-02 established an Advisory Commission on Mental Illness and Corrections to make recommendations on steps that can be taken to reduce incarceration, improve mental health services, and transitions, including transportation to and from county and state institutions. The proposed training sessions are a component of meeting those identified objectives.
- 1.3. The purpose of this MOU is to provide a suite of training sessions for those working with justice-involved individuals with mental illness, including the Department of Corrections, courts, and law enforcement. The training sessions are designed to provide information to improve outcomes and increase awareness among corrections, courts, and probation, parole and law enforcement professionals. The training sessions will address complex issues experienced by individuals with mental illness in the criminal justice system, including:
 - 1.3.1. Lack of appropriate mental health treatment;
 - 1.3.2. Longer jail and prison stays;
 - 1.3.3. Homelessness and lack of affordable housing upon release;
 - 1.3.4. Meaningful employment upon release;
 - 1.3.5. Increased emergency department visits; and
 - 1.3.6. Re-arrest and recidivism.
- 1.4. In connection with the performance of this MOU, the DHHS and the DOC shall 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 September 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 Executive Council approval.
- 2.3. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to Governor and Executive Council approval.



3. **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 DOC 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 terminate this MOU and any remaining funds will be forfeited. Such termination shall be submitted in writing to DOC and will require DOC to deliver a final Termination Report as described above.

4. **RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS**

4.1. The DOC agrees to:

4.1.1. Provide a series of training sessions conducted by the National Alliance on Mental Illness-New Hampshire (NAMI NH) between March 1, 2021 and September 30, 2021, which must include, but is not limited to:

4.1.1.1. No less than one training session of no less than three hours for employees of the State of New Hampshire Judicial Branch on the subject of building trauma-responsive correctional settings.

4.1.1.2. No less than two training sessions of no less than three hours for employees of the State of New Hampshire Department of Corrections on the subject of building trauma-responsive correctional settings.

4.1.1.3. No less than two training sessions for up to forty participants for each session on the subject of mental health first aid awareness, including, but not limited to:

4.1.1.3.1. Signs, symptoms and risk factors of mental illnesses and addictions.

4.1.1.3.2. Role-playing and simulations to demonstrate how to assess a mental health crisis;

4.1.1.3.3. Types of professional and self-help resources for individuals with a mental illness or addiction.

4.1.1.3.4. Tools for assisting individuals in distress.

4.1.1.4. No less than one training session for up to three hundred participants on the subject of suicide prevention, using NAMI NH's Connect Gatekeeper eLearning program.

4.1.1.5. No less than one follow-up training session for up to twenty-five participants on the subject of suicide prevention, using NAMI NH's will Connect Gatekeeper eLearning program.

4.1.1.6. No less than two training sessions for up to twenty-five participants on the subject of responding to people with mental illness, including, but no limited to:

4.1.1.6.1. An overview of mental health disorders, related behaviors and risk concerns.



- 4.1.1.6.2. How to manage effectively in a crisis when someone is identified as having a mental illness.
- 4.1.1.6.3. An introduction to stigma, perceptions, myths and misconceptions.
- 4.1.1.6.4. Best practices for involving families and community resources.
- 4.1.1.6.5. Information about the impact of stress on law enforcement, and resources that can provide help.
- 4.1.1.7. No less than two training sessions of no less than five days each for up to twenty-five participants on the subject of crisis intervention to prepare participants to:
 - 4.1.1.7.1. Understand common signs and symptoms of mental illnesses and co-occurring disorders;
 - 4.1.1.7.2. Recognize when those signs and symptoms represent a crisis situation;
 - 4.1.1.7.3. Safely de-escalate individuals experiencing mental health crises; and
 - 4.1.1.7.4. Utilize community resources and diversion strategies to provide assistance.
- 4.1.2. Provide a final report when the training suite is complete that includes, for each training session:
 - 4.1.2.1. A description;
 - 4.1.2.2. Target audience;
 - 4.1.2.3. Total attendance;
 - 4.1.2.4. Any outcomes; and
 - 4.1.2.5. Survey results (if any).

5. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 5.1. The DHHS agrees to:
 - 5.1.1. Provide funding to DOC upon receipt of approved invoices and subject to DOC's compliance with the terms and conditions of this MOU.
 - 5.1.2. Make funds available from the SAMSHA grant for reimbursement under this MOU, not to exceed \$105,962.

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

- 6.1. DHHS may adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.
- 6.2. If federal funding no longer becomes available or if this MOU is terminated early, DHHS will not be required to provide funding to sustain services described in Section 3.

**Memorandum of Understanding Between DHHS and DOC
MOU-2021-DBH-01-MENTA-01**



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- 6.3. The parties agree that the schedule of training sessions can be changed or adjusted, and training topics may be modified, by mutual agreement, in the event of unforeseen circumstances including, but not limited to restrictions imposed because of the Covid-19 pandemic.
- 6.4. Notwithstanding any provision of this agreement 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 become unavailable.
- 6.5. DOC shall take appropriate steps to accept and expend the funds provided within the project period. DOC agrees to submit monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
- 6.6. Invoices shall be mailed or emailed to:
- Department of Health and Human Services
Division for Behavioral Health
Finance Manager
105 Pleasant Street
Concord, NH 03301
Kyra.Leonard@dhhs.nh.gov
- 6.7. DHHS agrees to pay DOC within thirty (30) days of receipt of the approved invoices.
- 6.8. Disputes arising under this memorandum of understanding, which cannot be resolved between the agencies, shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.10. The parties hereto do not intend to benefit any third parties and this memorandum of understanding shall not be construed to confer any such benefit.
- 6.11. In the event any of the provisions of this memorandum of understanding 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.
- 6.12. This memorandum of understanding, 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.
- 6.13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and DOC
MOU-2021-DBH-01-MENTA-01



APPROVALS:

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

2/2/2021
Date

Helen Hanks
Helen Hanks
Commissioner
NH Department of Corrections

1/28/2021
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

02/02/21
Date:

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

The following authority of the State of New Hampshire approved the foregoing memorandum of understanding:

Date:

Name:
Title: