



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION FOR CHILDREN, YOUTH & FAMILIES**

Lori A. Shibliette  
 Commissioner

Joseph E. Ribsam, Jr.  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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April 21, 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 Children, Youth and Families, to amend an existing memorandum of understanding with The Office of the Governor of the State of New Hampshire, to continue to provide support services to DHHS to implement Choose Love across programs connected to Children, Youth and Families, by exercising a contract renewal option by increasing the price limitation by \$30,000 from \$30,000 to \$60,000 and extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% General Funds.

The original contract was approved by Governor and Council on March 25, 2020, item #20A.

Funds are anticipated to be available in the following accounts for State Fiscal Years 2022 and 2023, 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.

**010-042-421010-29580000 - HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD - FAMILY SERVICES**

| State Fiscal Year | Class Account | Class Title         | Job Number   | Current Budget  | Increased (Decreased) Amount | Revised Budget  |
|-------------------|---------------|---------------------|--------------|-----------------|------------------------------|-----------------|
| 2020              | 049-584902    | Inter-Agency Grants | 42105822     | \$15,000        | \$0                          | \$15,000        |
| 2021              | 049-584902    | Inter-Agency Grants | 42105822     | \$15,000        | \$0                          | \$15,000        |
| 2022              | 049-584902    | Inter-Agency Grants | 42105822     | \$0             | \$15,000                     | 15,000          |
| 2023              | 049-584902    | Inter-Agency Grants | 42105822     | \$0             | \$15,000                     | 15,000          |
|                   |               |                     | <b>Total</b> | <b>\$30,000</b> | <b>\$30,000</b>              | <b>\$60,000</b> |

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### **EXPLANATION**

The purpose of this request is to provide continued support in order to further implementation of Choose Love across programs connected to Children, Youth and Families. The goal is to increase utilization of Choose Love by DCYF clients through education and training of agency providers and other stakeholders. Expected outcomes include a more positive attitude and for children and youth in foster care; better overall behaviors and less physical and verbal aggressions.

Choose Love will regularly update DCYF Field Leadership and Supervisors and Bureau of Children's Behavioral Health staff on their DHHS activities and provide an annual summary of activities. They will engage youth leaders and parent partners and collaborate with them to spread Choose Love throughout efforts - as available to include the Youth Voices Advisory Board and annual Youth Voices Summit. Choose Love will sustain a Choose Love program specific to Sununu Youth Service Center (SYSC) youth. They will train various other groups connected to Children, Youth and Families on how to implement Choose Love in their personal lives and in their programs including residential treatment providers, foster and relative caregivers and current and former youth in care.

As referenced in the MOU Section 4, Duration, Modification and Termination of Agreement, Subsection 4.3 of the original memorandum of understanding, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not have supportive services to continue to implement and sustain Choose Love across programs connected to Children, Youth and Families.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Choose Love Program Memorandum of Understanding**

This 1<sup>st</sup> Amendment to the Choose Love Program Memorandum of Understanding (MOU) (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Office of the Governor, a State agency with a place of business at 107 North Main Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "MOU") approved by the Governor and Executive Council on March 25, 2020 (Item #20A), the Office of the Governor agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, the Department and the Office of the Governor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the MOU; and

WHEREAS, pursuant to the MOU, Section 4, Duration, Modification and Termination of Agreement, Subsection 4.1, the MOU may be extended and modified upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the terms of the MOU, and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the MOU not inconsistent with this Amendment #1 remain in full force and effect; and

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 to amend as follows:

1. Section 4, Duration, Modification and Termination of Agreement, Subsection 4.3, to read:

4.3 Services will continue to June 30, 2023 from the MOU effective date.

2. Section 2, Costs/Payments, Subsection 2.2, to read:

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 2022 and 2023.

3. Section 1, The activities performed under this MOU include the following, to read:

1. The activities performed under this MOU include the following:

1.1 The Director will:

- 1.1.1 Plan and coordinate all DHHS related activities with the Deputy 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 Youth Voices Advisory Board and annual Youth Voices Summit, collaborate with them to spread Choose Love throughout efforts-as available;
  - 1.1.4.3 Sustain 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;
  - 1.1.4.5 Participate as available on the Children's System of Care Advisory Committee;
  - 1.1.4.6 Provide ongoing workshops for current and former youth in care that educate and empower them to utilize the Social Emotional Learning (SEL) skills of Choose Love; and
  - 1.1.4.7 Engage and train Foster and Relative Caregivers and collaborate with them to spread Choose Love through local support groups as well as recruitment and retention activities.
- 1.1.5 Provide an annual summary of all DHHS related activities.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

DocuSigned by:  
**Joseph E. Ribsam, Jr.**  
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\_\_\_\_\_  
Joseph E. Ribsam Jr., Director  
Division for Children, Youth and Families  
NH Department of Health and Human Services

4/28/2021  
Date

DocuSigned by:  
*Lori A. Weaver*  
404A92994125470...  
\_\_\_\_\_  
Lori A. Shibinette, Commissioner  
Department of Health and Human Services

5/3/2021  
Date

*Jayne Millerice*  
\_\_\_\_\_  
Office of the Governor

4/26/2021  
Date

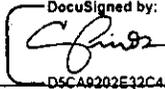
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/3/2021

Date

DocuSigned by:



DSCAP202E12C4AE

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment 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:

20A

**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. The activities performed under this MOU include the following:

1.1 The Director 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. Payment and Invoicing Instructions for Section 1. Scope of Services

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:

Christopher T. Sununu  
Name:  
Title:  
Office of Governor Christopher T. Sununu

3/10/2020  
Date:

Lou Shibinette  
Lou 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: