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

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

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 Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing memorandum of understanding with the New Hampshire Department of Corrections (VC #177896-B001), Concord, NH and the New Hampshire Judicial Branch, (VC #17872-B001), Concord, NH to assist individuals with Substance Use Disorder who are either re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program with obtaining temporary housing, by exercising a contract renewal option by increasing the price limitation by $950,000 from $950,000 to $1,900,000 and extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

The original agreement was approved by Governor and Council on June 24, 2020, item #33.

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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	049-584910	Contracts for Prog Svc	92058501	$950,000	$0	$950,000
2022	049-584910	Contracts for Prog Svc	92058501	$0	$950,000	$950,000
			Total	**$950,000**	**$950,000**	**$1,900,000**

EXPLANATION

The purpose of this request is to continue the provision of housing assistance to individuals with Substance Use Disorder who are either re-entering the community after incarceration in the state correctional system, or who are participating in the New Hampshire drug court program who are also in need of temporary housing.

Individuals involved with criminal justice are having a difficult time finding affordable housing and/or property owners who are willing to provide affordable housing. Approximately 125 individuals will be served from July 1, 2021 to June 30, 2022.

This program will provide housing assistance, case management and supportive services in the community to ensure clients are stable in the community, which will assist in decreasing recidivism. The New Hampshire Judicial Branch will continue to provide a coordinator who will assist individuals to secure and maintain housing and ensure that individuals are referred to clinically appropriate substance use disorder and mental health treatment and other services that support their recovery.

As referenced in Section 2, Duration, Subsection 2.4 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 one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, many NH citizens with Substance Use Disorders who are engaged with judicial or correctional agencies will not have stable housing that supports their recovery. This will increase their vulnerability to overdose, potentially resulting in death and relapse leading to recidivism. In addition to the human cost, it will increase financial costs for both NH Drug Courts and Department of Corrections.

Area served: Statewide

Source of Funds: 100% Other Funds (Governor's Commission on Alcohol and Other Drugs)

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Housing Services for Criminal Justice Involved Individuals Memorandum of Understanding

This 1st Amendment to the Community Housing Services for Criminal Justice Involved Individuals 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"), the State of New Hampshire Department of Corrections (NHDOC), and the New Hampshire Judicial Branch (NHJB), State agencies with a place of business at Concord, New Hampshire.

WHEREAS, pursuant to an agreement (the "MOU") approved by the Governor and Executive Council on June 24, 2020, Item #33, the NHDOC and NHJB agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to the MOU, Section 2, Duration, Subsection 2.4, 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 increase the price limitation and extend the duration of the MOU to support continued delivery of these services; 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. Modify Section 2, Duration, Subsection 2.2, to read:

   2.2 Duration: The duration of this MOU is from the date of approval by the Governor and Executive Council through June 30, 2022.

2. Modify Section 6, Responsibilities of the DHHS, Subsection 6.1, Paragraph 6.1.1. to read:

   6.1.1. Obligation of $1,900,000 through the end of the performance period as defined in section 2 of this Memorandum of Understanding from Governor's Commission on Drug and Alcohol, for activities related to housing for consumers who are either re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program. The Department has the authority to adjust budget line items within the price limitation through the budget Office, if needed and justified.

3. Modify Section 7., Terms of Payment, Paragraph 7.1., to read:

   7.1 Payment for expenses incurred by the NHJB relating to the Community Housing Services Program shall not exceed $1,900,000, unless and until an appropriation has been received and funds encumbered for the SFY 2022-2023 biennium as defined in section 2 of this Memorandum of Understanding.

All terms and conditions of the MOU not inconsistent with this Amendment #1 remain in full force and effect. 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.

Katja Fox
Director
Division for Behavioral Health
NH Department of Health and Human Services

5/3/2021
Date

Lori Shibinette
Commissioner
Department of Health and Human Services

5.3.21
Date

Helen Hanks
Commissioner
NH Department of Corrections

April 27, 2021
Date

Chris Keating
Director
Administrative Office of the Courts

April 27, 2021
Date

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

OFFICE OF THE ATTORNEY GENERAL

05/03/21
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

June 10, 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 New Hampshire Department of Corrections (VC 177896-B001) and the New Hampshire Judicial Branch (NHJB) (VC 17872-B001) in the amount of $950,000 to assist individuals with Substance Use Disorder who are either re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program with obtaining temporary housing, with the option to renew for up to two (2) additional years, 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 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 & Social Svs; Health & Human Svs Dept; HHS: Behavioral Health Div; Bureau of Drug & Alcohol Svcs; Governor Commission Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	049-584910	Contracts for Prog Svc	92058501	$950,000
			Total	**$950,000**

EXPLANATION

The purpose of this request is to provide assistance to individuals with Substance Use Disorder either who are re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program who are also in need of temporary housing.

Approximately 100 individuals will be served from June 24, 2020 to June 30, 2021.

Individuals involved in criminal justice are having a difficult time finding affordable housing or property owners who are willing to provide affordable housing. This program will provide housing assistance, case management and supportive services in the community to ensure clients are stable in the community, which will decrease recidivism.

The New Hampshire Judicial Branch will provide a coordinator who will assist individuals to secure housing. Additionally, the coordinator will refer individuals to substance use disorder treatment and to mental health services. The Department will monitor contracted services through reviewing data reported by both the Department of Corrections and the New Hampshire Judicial Branch.

As referenced in Section 2.4 of the attached 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.

Should the Governor and Council not authorize this request, individuals with a criminal background will continue to have difficulty finding housing, which could lead to an increase in recidivism rates.

Area served: Statewide.

Source of funds: 100% Other Funds (Governor's Commission on Alcohol and Other Drugs).

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF BEHAVIORAL HEALTH
AND
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
AND
THE NEW HAMPSHIRE JUDICIAL BRANCH

MOU-2020-BDAS-08-COMMU-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, the New Hampshire Department of Corrections (DOC), and the New Hampshire Judicial Branch (NHJB) and sets forth the roles and responsibilities of DHHS, DOC, and NHJB related to collaboration on Community Housing Pilot Program.

1.2. This MOU outlines how the NHJB and DOC will provide assistance to obtain temporary housing to individuals with Substance Use Disorder (SUD), herein referred to as the consumer, who are either re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program.

1.3. In connection with the performance of this MOU, DHHS, DOC and NHJB shall comply with all applicable laws and regulations.

2. Duration

2.1. This MOU is effective from the date of Governor and Executive Council approval.

2.2. The performance period of this MOU is from the date of Governor and Executive Council approval to June 30, 2021.

2.3. The closeout period of this MOU shall be 90 calendar days from the end of the performance period of this MOU.

2.4. DHHS, DOC, and NHJB may modify this MOU by written agreement at any time, contingent upon Governor and Executive Council approval if required. The parties may extend this MOU for up to two (2) years, subject to the continued availability of funds, satisfactory performance of services, and Governor and Executive Council approval.

2.5. Any party may unilaterally terminate this Agreement upon written notice to the other parties, 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.

2.6. In the event of early termination of this MOU for any reason other than the completion of services, DOC and NHJB shall each deliver to DHHS, no later than thirty (30) days after the termination, a "Termination Report."

2.6.1. DOC's report will describe in detail all activities performed and the NHJB report will describe in detail all activities performed and the MOU funds expended as of the date of termination.

2.6.2. 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 funds remaining after all expenses incurred up to that termination date that have been paid will be forfeited.

2.6.3. Such termination shall be submitted in writing to DOC and NHJB and will require DOC and NHJB to each deliver a final Termination Report as described above.

2.7. No services shall continue past the end of the performance period and DHHS shall not be liable for any payments for services provided after the performance period or requests for payments after the closeout period.

3. Responsibilities of DOC and NHJB

3.1. Use the funding provided by DHHS to the NHJB to facilitate housing placement for:

3.1.1. DOC consumers, who are re-entering the community after incarceration in the state correctional system or

3.1.2. NHJB consumers who are participating in the New Hampshire drug court program.

3.2. Use the funding provided by DHHS for the NHJB to hire and manage one (1) full-time (37.5 hours) Community Housing Coordinator position (the "Coordinator") through the end of the closeout period of this MOU that will be based primarily at the Administrative Office of the Courts (AOC). The Coordinator will be supervised by the NHJB Drug Court Coordinator and be an employee of the NHJB.

3.3. NHJB will hire, train and manage the Housing Coordinator to accomplish the performance measures outlined in this MOU, section 4. Performance Measures of Community Housing Pilot Program.

3.4. Criminal Justice Service agents will be the referring employees from the DOC or NHJB as assigned by their agency.

4. Performance Measures of Community Housing Pilot Program

4.1. The Coordinator shall accept the initial referral for a consumer to the Community Housing Services Program from the consumer's Criminal Justice Services agent, as appropriate.

4.2. The Coordinator shall work with the consumer and the consumer's support team to:

4.2.1. Assess the consumer's immediate housing needs.

4.2.1.1. Immediate/Emergent due to impending homelessness

4.2.1.2. Temporary/Bridge Housing – short term housing during activation of social security and other supportive benefits

4.2.1.3. Long-term housing – Financial subsidies that help stand up a long-term rental opportunity to become the financial responsibility of the consumer after a period of months established prior to placement by the Coordinator.

4.2.2 Create an individualized plan for housing and support services within ten (10) days from the date of referral for services being received. Plans may include, but are not limited to, supportive services and access to SUD, behavioral health and primary health care services.

4.3. The Coordinator will make reasonable efforts to ensure successful acquisition of consumer housing services within thirty (30) days of receiving the initial referral by:

4.3.1. Assessing consumer's housing preferences and housing history, when necessary.

4.3.2. Assisting consumers with identifying available housing units in consumers' communities of choice or communities approved by the consumer's Criminal Justice Services agent.

4.3.3. Assisting consumers and or Criminal Justice Service agent with obtaining, completing, and submitting housing applications.

4.3.4. Working with the consumer and the consumer's criminal justice service agents identified to facilitate paperwork needed to verify program eligibility, as appropriate.

4.3.5. Assisting consumers with identifying initial rental needs and resources, such as security deposits, utilities and furniture.

4.3.6. Assisting consumers with applying for and obtaining benefits for which the consumer may be eligible, including, but not limited to: security and utility deposit assistance, public or private health insurance, TANF, food stamps, and SSI/SSDI. This includes maintaining regular communication with appropriate benefit eligibility staff to ensure eligibility is not impacted by subsidy receipt.

4.3.7. Remaining in communication weekly or biweekly with the consumer and criminal justice service agents for the duration of services provided through this program. This includes, but is not limited to:

4.3.7.1. Revising housing and support services plan, as necessary.

4.3.7.2. Identifying resources within the community that can assist consumers and their support team, including, but not limited to: peer support agencies; faith-based groups; transportation services; primary care services; homemaker/personal care services; legal aid; and meals-on-wheels.

4.3.7.3. Working with the consumer and support team to identify long-term, sustainable housing options and to plan for expiration of subsidy terms.

4.3.7.4. Working with the appropriate benefit eligibility staff to identify benefit eligibility restrictions and impacts based on subsidy receipt.

4.4. The Coordinator shall administer services under the Community Housing Services Program, which may include, but are not limited to:

4.4.1. Referring consumers to SUD, behavioral health, and primary health care services, as appropriate.
4.4.2. Being the point of contact for landlords or housing authority.
4.4.3. Ensuring timely rental payments to landlords or housing authority.
4.4.4. Ensuring timely payments to utility companies.
4.4.5. Ensuring consistent communication with the consumer's Criminal Justice System agent.
4.4.6. Obtain sub contracts with recovery houses, sober houses, landlords, rooming houses, and other housing entities to secure quick and safe housing placement.
4.4.7. Maintain communication with the Department of Corrections and Drug Court programs to communicate consumers housing status and placement options.

4.5. The Coordinator shall provide funding through this MOU for rent, security deposits, and essential utility bills (i.e. heat, hot water, and electricity). Any additional essential bills will require Drug Offender Program office and the consumer's Criminal Justice System agent approval.

4.6. The Coordinator shall ensure all complaints regarding the Community Housing Services Program are investigated by the designated Complaint Investigator for the Department of Corrections or the Drug Courts, as appropriate, within fifteen (15) business days of receiving the complaint, ensuring:

4.6.1. A determination is made by the Complaint Investigator as to whether the complaint is founded or unfounded and reported to the DHHS and the coordinators supervisor.
4.6.2. All complainants' identities are kept confidential.

4.7. The Coordinator shall provide monthly reports to the Department that are based on Section 5, Reporting Requirements.

5. Reporting Requirements

5.1. The Coordinator shall submit monthly progress reports to DHHS, DOC and NHJB. The reports must be in narrative form, summarizing the results of project activities and showing in particular how project activities were performed for the previous month. Monthly reports shall include, but are not limited to:

5.1.1. The number of participating consumers broken out by referring agency assisted during the month.
5.1.2. The number of consumers who exited the project during the month.
5.1.3. The number of consumers who attained stable housing.
5.1.4. Demographic consumer information.
5.1.5. Barriers experienced by consumers and by the program.
5.1.6. Solutions to avoiding barriers identified.
5.1.7. The complaints regarding the Community Housing Services Program as detailed in 4.6.

5.2. Reports shall be mailed or emailed to:

Department of Health and Human Services
Division for Behavioral Health
Attn: Lindy Keller
129 Pleasant Street
Concord, NH 03301
Lindy.keller@dhhs.nh.gov

NH Judicial Branch
Attn to: Alex Casale
Statewide Drug Offender Program Coordinator
1 Granite Place Suite N400
Concord, NH 03301
acasale@courts.state.nh.us

NH DOC
Attn: Nicholas Duffy
Director of Community Corrections
P.O. Box 1806
Concord, NH 03302
nicholas.duffy@doc.nh.gov

6. Responsibilities of DHHS

6.1. Provide funding to NHJB subject to the NHJB and DOC's compliance with the terms and conditions of this MOU as follows:

6.1.1. Up to a maximum of $950,000 from the date of Governor and Council approval through the end of the performance period as defined in section 2 of this Memorandum of Understanding from Governor's Commission on Drug and Alcohol for activities related to housing for consumers who are either re-entering the community after incarceration in the state correctional system or who are participating in the New Hampshire drug court program.

6.1.2. All obligations of DHHS with respect to payments under this MOU are contingent on the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event the funds become unavailable.

6.2. Collaborate with NHJB and DOC to obtain data and information necessary for monitoring the funding and writing any required reports.

6.3. Provide technical assistance on housing resources and reporting requirements to DOC and NHJB.

7. Terms of Payment

7.1. Payment for expenses incurred by the NHJB relating to the Community Housing Services Program shall not exceed $950,000 unless and until an appropriation has been received and funds encumbered for the SFY 2022-2023 biennium as defined in section 2 of this Memorandum of Understanding.

7.2. This Agreement is funded with 100% other funds from the Governor Commission Funds.

7.3. Failure to meet the scope of services may jeopardize NHJB's current and/or future funding.

7.4. The NHJB will submit an invoice in a form satisfactory to DHHS by the thirtieth (30th) of the month following each calendar quarter end, which identifies and requests reimbursement for authorized expenses incurred in the prior quarter. The invoice must be completed, signed, dated, and sent to DHHS in order to initiate payment.

7.5. DHHS shall make payment to the NHJB within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The NHJB will keep detailed records of its activities related to DHHS-funded programs and services.

7.6. The final invoice shall be due to DHHS no later than forty five (45) days after the performance period end date as defined in section 2 of this Memorandum of Understanding.

7.7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed. The address for hard copies, if you prefer, or email are:

Department of Health and Human Services
Division of Behavioral Health
Bureau of Drug and Alcohol Services
105 Main Street
Main Building, 3rd Floor North
Concord, NH 03301
Email address: Lindy.Keller@dhhs.nh.gov

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8. Approvals

Katja Fox
Director, Division for Behavioral Health
NH Department of Health and Human Services

5-26-20
Date

Lori Shibinette
Commissioner
NH Department of Health and Human Services

5.26.20
Date

Helen Hanks
Commissioner
NH Department of Corrections

5/21/2020
Date

Chris Keating
Director Administrative Office of the Courts

5/21/20
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

June 9, 2020
Date

J Christopher Marshall
Name:

Title: Assistant Attorney General

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: