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Frank Edelblut  
Commissioner

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STATE OF NEW HAMPSHIRE  
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June 7, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Education, Bureau of Student Wellness, to enter into a Memorandum of Understanding (MOU), with the Department of Health and Human Services (DHHS), Bureau of Mental Health Services Concord, NH (Vendor # 177923), in an amount not to exceed \$3,276,354.00, to support the implementation, expansion, and integration of the System of Care (SOC) approach by creating sustainable infrastructure services for children with serious emotional disturbances effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds

Funds to support this request are anticipated to be available in the account titled System of Care Grant in FY22, FY23, and FY24, upon the availability and the continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, without further Governor and Council approval, if needed and justified.

|    |                                     |                               |                       |
|----|-------------------------------------|-------------------------------|-----------------------|
| FY |                                     |                               |                       |
| 22 | 06-56-56-562010-50600000-085-588592 | Interagency Xfr Out of Fed Fn | \$1,092,118.00        |
| 23 | 06-56-56-562010-50600000-085-588592 | Interagency Xfr Out of Fed Fn | \$1,092,118.00        |
| 24 | 06-56-56-562010-50600000-085-588592 | Interagency Xfr Out of Fed Fn | <u>\$1,092,118.00</u> |
|    |                                     | Total                         | \$3,276,354.00        |

**EXPLANATION**

The purpose of this MOU is to set forth the roles and responsibilities of the DOE and DHHS regarding the use of funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS) under the Expansion and Sustainability of the Comprehensive Community Mental Health Services for Children with Serious Emotional

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His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Disturbances Program (Short title: System of Care (SOC) Expansion and Sustainability Grants). The purpose of this program is to improve the mental health outcomes for children and youth from birth through 21 years old, with serious emotional disturbance (SED), and their families. This program supports the implementation, expansion, and integration of the SOC approach by creating sustainable infrastructure. Funds will be used to amend existing contracts between the four (4) Community Mental Health Centers (CMHC) and the DHHS. These funds will allow CMHCs to provide more responsive direct services to children and youth within each catchment area who have been diagnosed with SED or at risk of developing SED through the employment of one (1) FTE School Liaison within each CMHC.

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.

Respectfully submitted,



Frank Edelblut

Commissioner of Education

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION  
AND  
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES,  
DIVISION FOR BEHAVIORAL HEALTH**

**MOU-2021-BSW-02-System of Care Expansion and Sustainability  
Interagency MOU-School Liaison**

**1. GENERAL PROVISIONS**

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Education ("DOE"), Bureau of Student Wellness, 101 Pleasant Street, Concord, New Hampshire 03301 and the New Hampshire Department of Health and Human Services (DHHS), Division for Behavioral Health, 129 Pleasant Street, Concord, NH 03301 and (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the DOE and DHHS regarding the use of funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Mental Health Services (CMHS) under the Expansion and Sustainability of the Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances Program (Short title: System of Care (SOC) Expansion and Sustainability Grants. The purpose of this program is to improve the mental health outcomes for children and youth from birth through 21 years old, with serious emotional disturbance (SED), and their families. This program supports the implementation, expansion, and integration of the SOC approach by creating sustainable infrastructure. Funds will be used to amend existing contracts between the ten (10) Community Mental Health Centers (CMHC) and the DHHS. These funds will allow CMHCs to provide more responsive direct services to children and youth within each catchment area who have been diagnosed with SED, and through the employment of one (1) FTE School Liaison within four (4) of the CMHC's.
- 1.3. The Administrator of the Office of Social and Emotional Wellness within the Bureau of Student Wellness serves as the Principle Investigator of this project and is responsible for administering the budget approved by the funder.
- 1.4. On June 22, 2020, the Office of Social and Emotional Wellness received official notice of the award from SAMHSA.
- 1.5. Through these efforts, the DOE, in partnership with the DHHS, will improve the clinical outcomes and functioning in home, school, and community for NH's children and youth with Serious Emotional Disturbance (SED) and their families by strengthening local communities' ability to respond. These efforts center largely on building strong collaboration between schools, families and children/youth, behavioral health providers, and their communities', and using evidence-based frameworks to deliver high-quality supports and services.
- 1.6. In connection with the performance of this MOU, the DOE and the DHHS shall comply with all applicable laws and regulations.

**2. DURATION**

- 2.1. Effective date: This MOU is effective July 1, 2021 or upon Governor and Executive Council approval, whichever is later
- 2.2. Duration: The duration of this MOU is from the date of approval by the Governor and Executive Council through June 30, 2024. The parties may extend this MOU for up

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to one (1) year by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, approval by the Governor's Commission on Alcohol and Other Drugs, and approval of the Governor and Executive Council.

**Modification:** The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the Governor and Executive Council.

- 2.3. **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 later specified in the notice.

### **3. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

The DHHS agrees to:

- 3.1. Use the funding provided by the DOE from SAMHSA, CMHS only to amend existing contracts with four (4) CMHCs. These funds will allow CMHCs to provide more responsive direct services to children and youth, within each catchment area, who have been diagnosed with SED or at risk of developing SED through the employment of one (1) FTE School Liaison within each CMHC. Funds will also support CMHS' collaboration with participating Leading Education Agencies (LEAs), including the development and use of facilitated referral processes, participation in the use of Multi-Tiered System of Supports for Behavioral Health and Wellness within participating LEAs, and an increased use in Evidence-Based Practices (EBPs) for service delivery.
- 3.2. Participate in implementation and monitoring of the grant activities, as identified in Section 3. approved by SAMHSA, Center CMHS.
  - 3.2.1. Ensure that participating CMHCs report on the following required project indicators on a quarterly basis via the database provided by the DOE:

| Measure  | Source   | Collection  | Responsible   |
|--|--|---|---|
| # policy changes Policy Development 1 (PD1)  | Project records  | Ongoing entry into Quick Base                               | Project manager<br>School liaison   |
| # people in mental health and related workforce trained Workforce Development 2 (WD2)  | Project records  | Ongoing entry into Quick Base                               | Project manager<br>School liaison   |
| # consumers/family members who provide mental health-related services as a result of the grant Workforce Development 5 (WD5) | Project records  | Ongoing entry into Quick Base                               | Project manager<br>School liaison   |
| # students referred by district/school who receive CMHC services Referral 1, and Access Indicator 1 (R1, AC1)                | Project records  | Ongoing entry into Quick Base                               | Project manager<br>School liaison   |
| # students who receive evidence-based services, by service type Tier 3 (T3)  | Project records  | Ongoing entry into Quick Base                               | Project manager<br>School liaison<br>School/CMHC providers                              |
| Quality/fidelity of evidence-based interventions   | Tool specific to each EBP or Intervention Quality Tool               | Once annually per practice type                             | TBD –<br>Manager/liaison, supervisor, or Behavioral Health Improvement Institute (BHII) |
| Mental Health (MH) symptoms, employment, crime, housing, psychiatric hospitalizations, social support, perception of care    | SAMHSA National Outcome Measures (NOMs) Child/Caregiver Service tool | All service recipients, at baseline, every 6 mo., discharge | School/CMHC providers   |
| Well-being/outcomes of students receiving behavioral health services   | TBD  | Baseline, monthly, discharge                                | School/CMHC providers   |

3.3. Provide quarterly summaries on the progress of the use of funds to the DOE's Office of Social and Emotional Wellness. Any data provided in these summaries shall be aggregated and not include any personally identifiable information or other confidential information.

3.4. The DHHS has the authority to adjust encumbrances among budget categories within each state fiscal year through the Budget Office, if needed and justified.

**Comply with Annual Budget as follows:**

| Item                            | Description   | Calculation | Total Expense  |
|---------------------------------|---|-------------|----------------|
| Community Mental Health Centers | Amendments to Community Mental Health Center Contracts. |             | \$1,092,118.00 |

|                  |   |   |                     |
|------------------|---|---|---------------------|
| <i>Personnel</i> | <i>4 FTE School Liaison positions located within each of the participating CMHCs.</i>   | <i>\$75,000 per FTE X 4 FTEs</i>            | <i>\$300,000.00</i> |
|                  | <i>4 0.25 FTE Supervisory positions located within each of the participating CMHCs. Responsible for ensuring oversight of School Liaison positions.</i>   | <i>\$25,000 per position X 4 0.25 FTEs</i>  | <i>\$100,000.00</i> |
| <i>Fringe</i>    | <i>Benefits for 4 FTE School Liaison positions located within each of the participating Community Mental Health Centers (CMHCs).</i>  | <i>Salary X 30%</i>                         | <i>\$90,000.00</i>  |
|                  | <i>Benefits for 4 0.25 FTE Supervisory positions located within each of the participating CMHCs.</i>  | <i>Salary X 30%</i>                         | <i>\$30,000.00</i>  |
| <i>Travel</i>    | <i>Extensive travel is anticipated to meet with staff at each participating LEA to plan, organize and provide technical assistance to staff and leadership, and to meet and work with DOE staff and observe/project activities. Travel may be for transportation companies' staff and/or families as needed to make appointments or events and other grant initiatives. There are specific criteria for reimbursement for mileage directly to families. Mileage is reimbursed at the U.S. General Services Administration's approved rate. Number and frequency of trips will vary.</i> | <i>15,000 miles X \$0.56/mile X 4 CMHCs</i> | <i>\$33,900.00</i>  |

|                 |   |  |                    |
|-----------------|---|--|--------------------|
|                 | <i>Airfare to attend national conferences and learning opportunities in the Washington DC area as dictated by the Notice of Award.</i>                        | <i>\$600 per person X 2 people X 4 CMHCs + 4 NHDHHS staff</i>            | <i>\$7,200.00</i>  |
|                 | <i>Lodging to support attendance at national conferences and learning opportunities in the Washington DC as dictated by the Notice of Award.</i>              | <i>\$300 per person X 2 people X 4 CMHCs + 4 NHDHHS staff x 4 nights</i> | <i>\$14,400.00</i> |
| <i>Supplies</i> | <i>Expenses for general office supplies incurred by each of the four participating CMHCs.</i>   | <i>\$500 per month X 12 months X 4 CMHCs</i>                             | <i>\$24,000.00</i> |
|                 | <i>Expenses for copies incurred by each of the four participating CMHCs.</i>  | <i>\$200 per month X 12 months X 4 CMHCs</i>                             | <i>\$9,600.00</i>  |
|                 | <i>Expenses for postage incurred by each of the four participating CMHCs.</i>   | <i>\$25 per month X 12 months X 4 CMHCs</i>                              | <i>\$1,200.00</i>  |
| <i>Training</i> | <i>Implementation Science training for CMHC staff</i>   | <i>\$2,500 annually X 4 CMHCs</i>  | <i>\$10,000.00</i> |
|                 | <i>Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program</i> | <i>\$5,000 annually X 10 regional CMHCs</i>                              | <i>\$50,000.00</i> |

|                           |  |   |                       |
|---------------------------|--|---|-----------------------|
|                           | <i>Professional development for CMHC staff, schools, and communities to provide ongoing family, caregiver and educational community events and trainings and support groups to support of grant goals and deliverables</i> | <i>12,000 per month X 12 month X up to 10 CMHCs</i> | <i>\$120,000</i>      |
| <i>Service Delivery</i>   | <i>Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source.</i>  | <i>\$5,000 per month X 12 months X 4 CMHCs</i>      | <i>\$240,000.00</i>   |
| <i>Total Direct Costs</i> |  |   | <i>\$1,030,300.00</i> |
| <i>Indirect Charges</i>   | <i>Indirect rates charged at State of NH approved amounts.</i>   | <i>Direct costs X 6.0%</i>                          | <i>\$61,818.00</i>    |
| <b>Total</b>              |  |   | <b>\$1,092,118.00</b> |

The Department of Health and Human Services will provide and submit a document that identifies a non-federal in-kind match of a minimum of \$500,000.00 to the DOE annually.

**NON-FEDERAL MATCH**

| <b>Name</b>                             | <b>Service</b>                        | <b>In-kind</b> | <b>Other</b>  | <b>Cost</b>      |
|---|---------------------------------------|----------------|---|------------------|
| Department of Health and Human Services | Children's Behavioral Health Services | \$500,000      | Services provided to NH youth with or at risk of SED. | \$500,000        |
| <b>NON-FEDERAL MATCH</b>                |                                       |                |   | <b>\$500,000</b> |

**4. RESPONSIBILITIES OF THE DEPARTMENT OF EDUCATION**

The DOE agrees to:

- 4.1. Provide funding to the DHHS to amend existing contracts with the ten (10) funded Community Mental Health Centers (CMHCs) upon receipt of approved invoices and in compliance with the terms and conditions set forth by DOE in this MOU as follows:

Up to a maximum of \$1,092,118.00 per state fiscal year

| <u>FY '22</u>  | <u>FY '23</u>  | <u>FY '24</u>  |
|----------------|----------------|----------------|
| \$1,092,118.00 | \$1,092,118.00 | \$1,092,118.00 |

Total not to exceed **\$3,276,354**

**5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DHHS AND DOE THAT:**

The maximum amount of funds available for payment to DHHS under this MOU shall not exceed \$1,092,118.00 per state fiscal years FY'22, FY'23, FY24. One hundred percent (100%) of those costs covered by federal funds to be paid annually upon Governor and Executive Council approval.

- 5.1. Payment to the DHHS shall be on a cost reimbursement basis for actual expenditures incurred quarterly in the fulfillment of this MOU. The DHHS shall submit an invoice in a mutually agreed upon format following the end of the quarter which identifies and requests reimbursement for authorized expenses incurred in the prior quarter.
- 5.2. Notwithstanding any provision of this MOU to the contrary, all obligations of the DOE hereunder are contingent upon the availability and continued availability of federal funds. The DOE shall not be required to transfer funds from any other source in the event that such funds become unavailable.
- 5.3. DHHS agrees to submit quarterly expenditure reports to the DOE for costs incurred. Reports must include a description of services and associated costs.  
Reports shall be emailed to Jennifer Doris, System of Care Project Director:

[Jennifer.F.Doris@doe.nh.gov](mailto:Jennifer.F.Doris@doe.nh.gov)

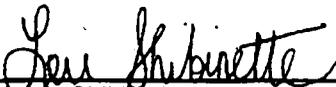
- 5.2. The DOE has the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.
- 5.3. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 5.4. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

- 5.5. 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.
- 5.6. 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.
- 5.7. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

**6. APPROVALS**

  
 \_\_\_\_\_  
 Katja Fox  
 Director, Division for Behavior Health  
 NH Department of Health and Human Services

6-11-2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Lori A. Shibillette  
 Commissioner, NH Department of Health and Human Services

6/14/2021  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Frank Edelblut  
 Commissioner, NH Department of Education

6/18/2021  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 Christopher Bond  
 Assistant Attorney General

6/18/2021  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Date