



Lori A. Shilbinette
Commissioner

Katja S. Fox
Director

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

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

October 29, 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 Department of Military Affairs and Veteran Services (DMAVS), Concord, New Hampshire, in the amount of \$290,700 for implementation of the Childcare Access for Military Families program in five (5) select locations that currently provide New Hampshire licensed childcare services to their communities, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission).

Funds are available in the following account for State Fiscal Year 2022, 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: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog. Svc.	92057502	\$290,700
			Total	\$290,700

EXPLANATION

The purpose of this request is to provide funding to support the implementation of the Childcare Access for Military Families program in up to five (5) select locations that currently provide New Hampshire licensed childcare services to their communities.

Approximately 250 families will be served during State Fiscal Year 2022.

The Childcare Access for Military Families program will provide affordable and convenient childcare services to currently serving service members. Ongoing feedback provided through direct service providers indicates a need for childcare that is conducive to the unique needs of National Guard and Reserve families. The Childcare Access for Military Families program will provide services for all members while they are on duty. Currently, National Guard and Reserve members often have difficulty finding affordable or available childcare services that for the times they are called to military service. Many childcare programs are not available at night or on weekends, creating stress amongst many military families who may have a family member serving on nights and/or weekends.

The Department will monitor services by tracking metrics and outcomes, including:

- Reducing the prevalence of behavioral health issues experienced by members, as measured by the Unit Risk Inventories implemented upon pre and post departure from deployments;
- Decreasing indicators of familial stress as a result of childcare inaccessibility for service members, as measured by pre and post entrance surveys;
- Increasing number of respondents indicating easy access to childcare providers in unique times of need (deployments, unit drill assemblies, etc.);
- Decreasing indicators of familial stress as a result of financial burdens associated with childcare costs, as measured by pre and post entrance surveys; and
- Increasing number of respondents indicating improved financial standing because of more affordable childcare options in their community.

As referenced in Section 2, Term, Subsection 2.2, Duration, of the attached agreement, 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, members currently serving in the New Hampshire National Guard and reserve units may not have access to childcare services, causing additional stress and placing a burden on families and service members at times when service members are on duty.

Area served: Statewide.

Respectfully submitted,


on behalf of Commissioner Shibinette

Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

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 Department of Military Affairs and Veterans Services (DMAVS), 1 Minuteman Way, 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 Parties to use funding provided by DHHS from the Governor's Commission funds to support the implementation of the Child Care Access for Military Families program in up to five (5) select locations that currently provide New Hampshire licensed child care services to their communities.
- 1.3. In connection with the performance of this MOU, the Parties agree to 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 June 30, 2022. The Parties may extend the MOU for up to two (2) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, DMAVS 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 immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

3.1. DMAVS agrees to:

- 3.1.1. Implement the Child Care Access for Military Families program in up to five (5) select locations that currently provide New Hampshire licensed childcare services to their communities. Implementation must include, but is not limited to the following phases:

PHASE I

- 3.1.1.1. Identify an evaluation provider in order to develop a formal plan and data collection system;
- 3.1.1.2. Collaborate with DHHS to identify standard requirements for licensed child care providers to be considered as providers for the program;

Memorandum of Understanding Between New Hampshire Department of Health and Human Services and Department of Military Affairs and Veterans Services

- 3.1.1.3. Identify providers to implement programming through competitive solicitation of proposals,
- 3.1.1.4. Ensure selected providers establish a point of contact within each practice to be a liaison to DMAVS and NHDHHS; and
- 3.1.1.5. Provide funds to selected providers for expenses incurred including expenses associated with extended childcare hours.

PHASE II

- 3.1.2. Initiate trainings and begin evaluation planning with approved providers, including, but not limited to:
 - 3.1.2.1. Providing training on evaluation and reporting requirements.
 - 3.1.2.2. Establishing expectations for provider performance.

PHASE III

- 3.1.3. Implement a communication plan, including:
 - 3.1.3.1. Ensuring providers broadcast program availability to the target audience through channels that are pre-approved by DMAVS, including family service support organizations for military families, using funding provided under the "Communication and Promotion Costs" line item; and
 - 3.1.3.2. Ensuring providers record and report dissemination information to DMAVS via a monthly reporting system.

PHASE IV

- 3.1.4. Implement programming, including:
 - 3.1.4.1. Ensuring providers begin implementation of programming within their approved catchment areas; and
 - 3.1.4.2. Ensuring providers begin implementation of their approved evaluation plan.

PERFORMANCE MEASURES

- 3.1.5. Measure progress towards the following program objectives by tracking metrics and outcomes:
 - 3.1.5.1. Reducing the prevalence of substance misuse amongst servicemen and women, as measured by the Unit Risk Inventories implemented upon pre and post departure from deployments;
 - 3.1.5.2. Decreasing indicators of familial stress as a result of child care inaccessibility concerns amongst servicemen and women, as measured by pre and post entrance surveys;
 - 3.1.5.3. Increasing number of respondents indicating easy access to child care providers in unique times of need (deployments, unit drill assemblies, etc.);
 - 3.1.5.4. Decreasing indicators of familial stress as a result of financial burdens associated with child care costs, as measured by pre and post entrance surveys; and
 - 3.1.5.5. Increasing number of respondents indicating improved financial standing because of more affordable childcare options in their community.

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4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

- 4.1.1. Provide funding to DMAVS to support the implementation of the Child Care Access for Military Families Initiative program up to a maximum amount of \$290,700 in State Fiscal Year 2022
- 4.1.2. Pay DMAVS within thirty (30) days of receipt of each approved invoice; and
- 4.1.3. Monitor the expenditure of funds within this MOU by reviewing quarterly summaries and associated invoices provided to DHHS by DMAVS.

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DMAVS shall not exceed \$290,700 in State Fiscal Year 2022.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. DMAVS shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. DMAVS shall:
 - 5.3.1. Ensure the invoice is presented in a form that is provided by DHHS or is otherwise acceptable to DHHS.
 - 5.3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3.3. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
- 5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.bdsinvoices@dhhs.nh.gov, or invoices may be mailed to:
 - Financial Manager
 - Department of Health and Human Services
 - 129 Pleasant Street
 - Concord, NH 03301
- 5.5. Notwithstanding any provision of this MOU 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 from The Governor's Commission are reduced or become unavailable:
- 5.6. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

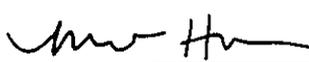
6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

- 6.1. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

Memorandum of Understanding Between New Hampshire Department of Health and Human Services and Department of Military Affairs and Veterans Services

- 6.2. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.4. 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 MOU will remain in full force and effect.
- 6.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

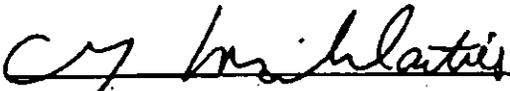
APPROVALS:



on behalf of
Commissioner Shibinette

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

October 29, 2021
Date

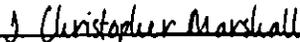


Major General David J. Mikolaitis
Adjutant General
Department of Military Affairs and Veterans Services

OCTOBER 12, 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



Name: J. Christopher Marshall
Title: Assistant Attorney General

11/1/2021
Date

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

Name:
Title:

Date