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Lori A. Shabinette
Commissioner

Katja S. Fox
Director

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

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October 26, 2022

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 Judicial Branch (VC# 177872-B001), Concord, New Hampshire, in the amount of \$52,750 to implement a Sequential Intercept Mapping (SIM) pilot project in at least one (1) New Hampshire county, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval, through June 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, 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.

05-095-094-940010-24650000, Health & Social Svcs; Dept of Health & Human Svcs; HHS: New Hampshire Hospital, New Hampshire Hospital; ARPA DHHS Fiscal Recovery Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Prog Svc	00FRF602PH 9510A	\$52,750
			Total	\$52,750

EXPLANATION

The purpose of this request is to set forth the roles and responsibilities of the Department of Health and Human Services (DHHS) and the New Hampshire Judicial Branch (NHJB) for the implementation of a Sequential Intercept Mapping (SIM) pilot project in at least one (1) New Hampshire county.

The SIM mapping process details how individuals with mental and substance use disorders come into contact with and move through the criminal justice system, and brings together leaders, and various agencies and systems to work together to identify strategies to divert those individuals from the justice system into treatment. The SIM helps communities identify resources and gaps in services at each of the six (6) defined intercepts and develop local strategic action plans.

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and the Honorable Council
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This MOU is intended to include the responsibilities for the facilitation of and reporting on the SIM pilot project by NHJB.

The Department will monitor services by reviewing quarterly summaries and monthly invoices provided by the NHJB.

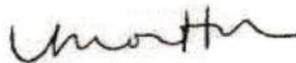
As referenced in Section 2, Term, of the attached agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the NHJB will not be positioned to implement a SIM pilot project; leaving DHHS and NHJB without an evidenced-based tool to identify resources and gaps at each intercept, and without adequate information to identify strategies to divert individuals with mental and substance use disorders from the criminal justice system into treatment.

Area served: At least once (1) New Hampshire county.

In the event that the Federal 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
AND
THE STATE OF NEW HAMPSHIRE JUDICIAL BRANCH**

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 Judicial Branch (NHJB), by and through the Administrative Office of the Courts, 1 Granite Place, 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 Office for Emergency Relief and Recovery (GOFERR) Department of Health and Human Services' (DHHS) awarded funds to support the NHJB-led initiative to improve the court and community response to individuals with mental illness. Specifically, the funds will be used to facilitate sequential intercept mapping to determine the points at which individuals intercept with the criminal justice system and opportunities for diversion.
- 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, 2023. The Parties may extend the MOU for up to one (1) year 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, the Judicial Branch 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 NEW HAMPSHIRE JUDICIAL BRANCH

- 3.1. New Hampshire Judicial Branch agrees to:
 - 3.1.1. Facilitate sequential intercept mapping in at least one New Hampshire county during fiscal year 2023.
 - 3.1.2. Provide quarterly summaries to DHHS.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:

Memorandum of Understanding Between New Hampshire Department of Health and Human Services and New Hampshire Judicial Branch

- 4.1.1. Provide funding to the New Hampshire Judicial Branch to support the sequential intercept mapping of one New Hampshire county up to a maximum amount of \$52,750 in State Fiscal Year 2023.
- 4.1.2. Pay New Hampshire Judicial Branch within thirty (30) days of receipt of each approved invoice; and
- 4.1.3. Monitor the expenditure of funds within this MOU by reviewing the quarterly summaries and monthly invoices provided to DHHS by New Hampshire Judicial Branch.

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to NHJB shall not exceed \$52,750 in State Fiscal Year 2023.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. NHJB shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. NHJB 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.DBHInvoicesMHS@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 Office for Emergency Relief and Recovery (GOFERR) Department of Health and Human Services' (DHHS) awarded funds 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 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 Parties 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 New Hampshire Judicial Branch

- 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.

Memorandum of Understanding Between New Hampshire Department of Health and Human Services and New Hampshire Judicial Branch

APPROVALS:

DocuSigned by:
Morissa Henn 11/1/2022
Date
Lori A. Shibinette
Commissioner
NH Department of Health and Human Services

DocuSigned by:
Dianne Martin 11/1/2022
Date
Dianne Martin
Director
NH Judicial Branch, Administrative Office of the Courts

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino 11/1/2022
Date
Name: Robyn Guarino
Title: Attorney

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

Name:
Title:
Date