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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

October 27, 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 **Retroactive** amendment to an existing Memorandum of Understanding (MOU) with the New Hampshire Department of Corrections (VC#177896), Concord, NH, to continue providing opioid and/or stimulant use disorder case management re-entry services, Naloxone kits and related instruction to individuals re-entering the community from any correctional facility or State-run transitional housing, and to provide medications for opioid use disorder treatment to individuals in correctional facilities with opioid use disorder, by exercising a contract renewal option by increasing the price limitation by \$965,000 from \$2,120,732 to \$3,085,732 and extending the completion date from September 29, 2022 to September 29, 2023, effective retroactive to September 29, 2022 upon Governor and Council approval. 100% Federal Funds.

The original MOU was approved by Governor and Council on March 3, 2021, item #10, and most recently amended with Governor and Council approval on September 15, 2021, item #161.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$705,055	\$0	\$705,055
2022	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$355,311	\$0	\$355,311

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2022	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$795,274	\$0	\$795,274
2023	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$265,092	\$0	\$265,092
2023	085-588546	Inter-Agency transfers out of Federal Funds	92057058	\$0	\$723,749	\$723,749
2024	085-588546	Inter-Agency transfers out of Federal Funds	92057058	\$0	\$241,251	\$241,251
			Total	\$2,120,732	\$965,000	\$3,085,732

EXPLANATION

This request is **Retroactive** because the Department was notified by the Federal awarding agency on September 23, 2022, of the availability of funding beyond the current contract completion date of September 29, 2022. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council prior to the MOU expiration date.

The purpose of this request is for the Department of Corrections to continue providing Naloxone kits, and training and education materials, to individuals re-entering the community from any correctional facility or State-run transitional housing facility. In addition, the Department will provide funding for medications for opioid use disorder treatment to individuals in correctional facilities with opioid use disorder.

Approximately 450 individuals will be served from September 30, 2022 to September 29, 2023.

The Department of Corrections provides care coordination services to incarcerated individuals to achieve and sustain recovery from substance misuse, including opioid and/or stimulant use disorder. Female residents of the Shea Farm Transitional Housing unit, and males re-entering the community from incarceration will receive support and services necessary to succeed in the community, including education, medication, behavioral health, overdose prevention, as well as services that support continued treatment and recovery, and reduce the stigma of substance misuse.

The Department will continue to monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

As referenced in Section 2. Term, Subsection 2.2. Duration, of the original MOU, 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) year of the one (1) remaining year available.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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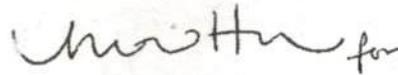
Should the Governor and Council not authorize this request, individuals re-entering the community from the Department of Corrections facilities with an opioid and/or stimulant use disorder may be more likely to have a reoccurrence of substance use disorder due to the lack of re-entry supports and services, which could result in overdose, higher incarceration rates, and additional costs to the health care system.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Lori A. Shibinette", followed by the word "for" in a smaller, simpler script.

Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the State Targeted Response to the Opioid Crisis Grant Projects Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and the New Hampshire Department of Corrections (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on March 3, 2021 (Item #10), as amended on September 15, 2021 (Item #16I), the parties 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. Term, Subsection 2.2. Duration and Subsection 2.3. Modification, the MOU may be extended and modified by mutual written agreement of the parties and approval from the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the term of the memorandum of understanding, increase the price limitation and modify the General Provisions 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 MOU-2021-BDAS-04-OPIOI-01 by replacing it in its entirety with MOU-2021-BDAS-04-OPIOI-01, Amendment #2, which is attached hereto and incorporated by reference herein.
2. Modify Attachment 1, Section V. Procedures, Subsection B. Participant Screening/Assessment, Paragraph 8. Concurrent Psychosocial Treatment and Drug Screens, Subparagraph 14.a. to read:
 - a. Referral to the State Opioid Response Program Coordinator

All terms and conditions of the MOU and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to September 29, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/1/2022

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

State of New Hampshire
Department of Corrections

10/28/2022

Date

DocuSigned by:
Helen Hanks

Name: Helen Hanks
Title: Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

11/1/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

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:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DEPARTMENT OF CORRECTIONS**

MOU-2021-BDAS-04-OPIOI-01 – Amendment #2

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, 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Corrections (“DOC”), 105 Pleasant Street, Concord, New Hampshire 03301, and sets forth the roles and responsibilities of DHHS and DOC related to collaboration on the State Opioid Response Grant (“SOR”).
- 1.2. This MOU outlines how the DOC and its Agents will provide Opioid or Stimulant Use Disorder (O/StUD) case management service to Persons Under Departmental Control (referred to herein as “Residents”) to assist with referrals and enhance the successful transition to community resources, administration and management of Medications for Opioid Use Disorder (MOUD), and how Naloxone kits and related instruction on administration will be provided to individuals re-entering the community.
- 1.3. The DOC shall meet with the DHHS within sixty (60) days of the MOU Effective Date to review implementation.
- 1.4. In connection with the performance of this MOU, DHHS and DOC shall 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 September 29, 2023.
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 at a later date specified in the notice. In the event of an early termination of this MOU for any other reason than the completion of services, the DOC 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 terminate this MOU and any remaining funds will be forfeited. Such termination shall be submitted in writing to DOC and will require DOC to deliver a final Termination Report as described above.
- 2.4.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF CORRECTION

Subsection I – Re-entry Services and Naloxone Kits and Instruction

- 3.1. The DOC agrees to:



Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01-A02

- 3.1.1. Use the funding provided by DHHS to assist male and female Residents with O/StUD by providing re-entry services through care coordination.
- 3.1.2. Fund and manage three (3) full time (37.5 hour) Re Entry Care Coordinator positions through the term of this MOU that will be provide services to individuals at any NHDOC facility or Field Services Office. Ensure that all Re-entry Care Coordinators implement comprehensive reentry planning to assist Residents in accessing appropriate prevention, treatment, recovery, and ancillary services that will support their rehabilitative goals and reduce the risk for recidivism.
- 3.1.3. Fund two (2) full-time (37.5-hour) Re-entry Care Coordinator positions to be hired and managed by DOC for the term of this MOU who will be based primarily at the New Hampshire State Prison for Men, with periodic coverage options to include the Northern NH Correctional Facility, Calumet House, North End House, and Transitional Work Center.
- 3.1.4. Provide training and education for DOC staff on the importance of, and providing, instructions to Residents on the administration of Naloxone.
- 3.1.5. Assist eligible Residents with O/StUD and their residential companions through voluntary distribution of naloxone and providing education on how to use Naloxone, if need arises, once released from DOC facilities or a transitional housing unit to the community.
- 3.1.6. DOC will provide naloxone kits to the NH Judicial Branch for distribution to treatment court participants. This process will take place as agreed upon between DOC and NH Treatment Court; all distributed kits will be tracked and reported back to the DHHS.
- 3.1.7. DOC shall follow the referral process for distributing Naloxone kits to Residents as follows:
 - 3.1.7.1. Identify a Resident through the diagnosis of any history of overdose, Substance Use Disorder or Mental Health Condition, especially O/StUD. The Resident may also self-identify and request Naloxone kits.
 - 3.1.7.2. Forward all referrals to the assigned case manager and to Reentry Care Coordinator assigned to the Resident being released.
 - 3.1.7.3. The Case manager and the Reentry Care Coordinator will meet with the Resident and/or their community support person, if the Resident chooses, to provide education on how to use Naloxone kits, and how to obtain additional kits through the Doorway, if needed.
 - 3.1.7.4. Upon discharge, DOC will ensure that the case manager or other authorized correctional staff provides Naloxone kits as the Resident processes out of the DOC facility.
 - 3.1.7.5. DOC will ensure the distribution of the Naloxone kits for Residents is documented.



Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01-A02

- 3.1.8. DOC shall collect and submit aggregate data and aggregate reports on the data elements identified in Section 5 to DHHS on a monthly basis.
- 3.1.9. DOC shall ensure Re-entry Care Coordinators offer targeted case management services to support the re-entry efforts of Residents with an O/StUD or history of overdose for up to twelve (12) months following release through face-to-face and/or telephone contact, including:
 - 3.1.9.1. Providing follow up at three (3) and six (6) months following release.
 - 3.1.9.2. Facilitating a post release check in within 72 hours of Resident's release, for the purpose of identifying and addressing any issues with accessing community O/SUD treatment and recovery supports.
 - 3.1.9.3. Providing ongoing targeted case management services up to 12 months after release.
 - 3.1.9.4. Providing comprehensive reentry planning to support rehabilitative goals and reduce the risk for recidivism including, but not limited to:
 - 3.1.9.4.1. Healthcare navigation and barrier removal.
 - 3.1.9.4.2. Supportive services to assist Residents in accessing appropriate prevention, treatment, recovery, and ancillary services.
- 3.1.10. DOC shall coordinate with the Regional Doorway(s) for re-entry care coordination and GPRA data collection, and ensure Residents are referred to their preferred Regional Doorway(s) upon release to the community.
- 3.1.11. Purchase supplies, including general office supplies, postage, laptops, software and office equipment to better enhance targeted case management techniques and tracking for the purpose of reintegration.
- 3.1.12. Meet the following performance measures:
 - 3.1.12.1. At six months, post-release 80% and at twelve Months, Post-release 70% of Residents who accept targeted case management services from a reentry care coordinator will remain in the community.
 - 3.1.12.2. 100% of Residents with any history of overdose, Substance Use Disorder or Mental Health Condition, including O/StUD, re-entering the community from DOC identified as at-risk for overdose will be offered a Naloxone kit.
 - 3.1.12.3. 100% of Residents with any history of overdose, Substance Use Disorder or Mental Health Condition, including O/StUD, re-entering the community from DOC identified as at-risk for overdose will be given instruction on the administration of Naloxone.
 - 3.1.12.4. 100% of Residents receiving Medications for Opioid Use Disorder (MOUD) will be connected with a community provider



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and support network, including their preferred Regional Doorway upon their release to the community.

3.1.12.5. 100% referral rate of Residents from the MAT treatment group to the Re-entry Care Coordinator.

3.1.13 DOC shall collaborate with the Department and other SOR funded contractors as requested by the Department, to improve GPRA collection.

Subsection II – Medications for Opioid Use Disorder (MOUD) Treatment Services

3.2. DOC agrees to:

- 3.2.1. Use FDA-approved medications, in combination with behavioral therapies when necessary, to provide a whole-patient approach to the treatment of Residents with OUD.
- 3.2.2. Provide MOUD to individuals with OUD in correctional facilities as part of their treatment plan inside the institution and also to prepare for re-entry into the community.
- 3.2.3. Provide training to DOC staff and Residents in MOUD evidence based services that includes:
 - 3.2.3.1. Training DOC medical providers and clinical staff in the prescription of medications to treat opioid use disorder, delivery of services and the benefits of medications; and
 - 3.2.3.2. Ongoing training and education in MOUD best practices and benefits to DOC staff and Residents across all NHDOC facilities.
- 3.2.4. Ensure that the MOUD process used by DOC is as outlined in the Policy Procedure Directive 6.08 Medication Assisted Treatment - Substance Use Disorders, which is attached hereto and incorporated by reference herein as Attachment 1, which includes:
 - 3.2.4.1. Ensuring all Residents sign a MOUD treatment agreement; and
 - 3.2.4.2. Ensuring all non-compliant patients with MOUD treatment will receive additional education and counseling.
- 3.2.5. Increase participation and compliance with MOUD for Residents as appropriate to their behavioral health needs and healthcare needs, which must include, but is not limited to:
 - 3.2.5.1. Providing education on the benefits of treatment while on MOUD to Residents and staff monthly.
 - 3.2.5.2. Identifying and addressing risks and protective factors for specialized populations.
 - 3.2.5.3. Connecting Residents released on MOUD with a mental health condition or medical needs with community resources to



**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01-A02**

address co-occurring concerns.

- 3.2.6. Ensure that medication is provided with a 14-day supply at release from custody for all individuals leaving DOC facilities dependent on transition services and insurance coverage established.
- 3.2.7. Purchase equipment and supplies as needed to better enhance targeted case management techniques for the purpose of reintegration.
- 3.2.8. Assist Residents in applying for health insurance coverage.
- 3.2.9. Meet the following performance measures:
 - 3.2.9.1. 100% of DOC provider staff will be trained in buprenorphine prescribing practices and seek a DEA licensing waiver for such medications pursuant to NH Bureau of Drug and Alcohol Services (Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire Second Edition) Within 3 months of hire date.
 - 3.2.9.2. Identify and train 30 residents to provide peer recovery support services and trained in peer recovery support practices no later than 12 months after the Effective Date.
 - 3.2.9.3. 100% of Residents on MOUD will be referred to the Re-entry Program Coordinators for continuity of care prior to release from incarceration.
 - 3.2.9.4. 80% of Residents on MOUD will remain treatment compliant at 6 and 12 month intervals post-participation in MOUD induction.
- 3.2.10. Collaborate with DHHS on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.

4. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. DHHS agrees to:

- 4.1.1. Administer and manage the State Opioid Response Grant ("SOR") under the terms and conditions of the grants as approved by SAMHSA.
- 4.1.2. Provide funding to DOC upon receipt of approved invoices, and upon DOC's compliance with the terms and conditions of this MOU.
- 4.1.3. Make funds available from the SOR grant for reimbursement under this MOU – Amendment #2 in an amount not to exceed \$3,085,732, as follows:
 - 4.1.3.1. A maximum amount of \$705,055 in SFY 2021;
 - 4.1.3.2. A maximum amount of \$1,150,585 in SFY 2022;
 - 4.1.3.3. A maximum amount of \$988,841 in SFY 2023; and
 - 4.1.3.4. A maximum amount of \$241,251 in SFY 2024.



**Memorandum of Understanding Between DHHS and DOC
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- 4.1.4. Provide completed data reports to SAMHSA on a semi-annual basis.
- 4.1.5. Collaborate with DOC to obtain data and information necessary for monitoring the SAMHSA grants and developing and writing any required reports.
- 4.1.6. Attend and/or participate in any SAMHSA-required meetings, trainings or presentations.
- 4.1.7. Provide technical assistance on clinical programming and reporting requirements to DOC.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

- 5.1. DHHS will collaborate with DOC on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.
- 5.2. Systems of Records:
 - 5.2.1. DHHS and DOC will not be exchanging confidential data under this MOU.
 - 5.2.2. DOC will provide de-identified aggregate data to DHHS from the following systems of records:
 - 5.2.2.1. Resident Corrections Information System (CORIS).
 - 5.2.2.2. Techcare Electronic Health Record.
- 5.3. Data Elements Involved:
 - 5.3.1. DOC general demographic non-identifiable data elements of individuals served to be determined between DOC and the Department during initial contract "kick off" meeting within sixty (60) days of contract Effective Date.
 - 5.3.1.1 DOC shall submit monthly reports on the data as specified in Section 5.3.1 by the fifteenth (15th) day of the following month.
 - 5.3.2. DOC shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by DHHS and/or SAMHSA.
- 5.4. DHHS may adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.
- 5.5. If federal funding no longer becomes available or if this MOU is terminated early, DHHS will not be required to provide funding to sustain any of the Care Coordinator positions referenced in Section 3.
- 5.6. Notwithstanding any provision of this agreement 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 become unavailable.



Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01-A02

- 5.7. DOC shall take appropriate steps to accept and expend the funds provided within the project period. DOC agrees to submit monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
- 5.7.1. Invoices shall be mailed or emailed to:
- Department of Health and Human Services
Division for Behavioral Health
SOR Finance Manager
105 Pleasant Street
Concord, NH 03301
Melissa.Girard@dhhs.nh.gov
- 5.8. DHHS agrees to pay DOC within thirty (30) days of receipt of the approved invoices.
- 5.9. 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.
- 5.10. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 5.11. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
- 5.12. 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.
- 5.13. 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.
- 5.14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.



**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01-A02**

5. APPROVALS:

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

10/28/22
Date

DocuSigned by:
Helen Hanks
Helen Hanks
Commissioner
NH Department of Corrections

10/28/2022
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

11/1/2022
Date:

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

Date:

Name:
Title:

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Mac
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Lori A. Shibinette
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
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August 20, 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 amend an existing memorandum of understanding with the New Hampshire Department of Corrections (VC# 177896), Concord, New Hampshire, to continue the provision of services for opioid and/or stimulant use disorder case management re-entry; to provide Naloxone kits and related instruction available to individuals re-entering the community from any correctional facility or State-run transitional housing; and to provide medication assisted treatment to individuals in correctional facilities with opioid use disorder, by exercising a renewal option by increasing the price limitation by \$1,060,366 from \$1,060,366 to \$2,120,732 and by extending the completion date from September 29, 2021 to September 29, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original memorandum of understanding was approved by the Governor and Council on March 3, 2021, item #10.

Funds are available in the following account for State Fiscal Years 2022, and 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-92-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Total Amount
2021	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$705,055	\$0	\$705,055
2022	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$355,311	\$0	\$355,311
2022	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$0	\$795,274	\$795,274
2023	085-588546	Inter-Agency transfers out of Federal Funds	92057048	\$0	\$265,092	\$265,092

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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			Total	\$1,060,366	\$1,060,366	\$2,120,732
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EXPLANATION

The purpose of this request is for the Department of Health and Human Services to continue providing funding to the Department of Corrections to ensure that Naloxone kits and training and education materials are provided to individuals re-entering the community from any correctional facility or State-run transitional housing facility. In addition, this request will provide funds for medication-assisted treatment to individuals in correctional facilities with opioid use disorder.

The Department of Corrections provides care coordination services to incarcerated individuals in order to achieve and sustain recovery from substance misuse, including opioid and/or stimulant use disorders. Female residents of the Shea Farm Transitional Housing unit, and males re-entering the community from incarceration will receive support for re-entry through services provided under this memorandum of understanding. Approximately 200 individuals will be served from the Contract Effective Date to September 29, 2022.

The services provided through this MOU support the successful re-entry into the community for individuals under Department of Corrections control by providing education, medication, behavioral health, and other services to support their continued treatment and recovery and to reduce the stigma of substance misuse. Between January 2021 and June 2021, over 160 individuals received medication assisted treatment.

The Department will monitor the effectiveness of services through the following performance measures:

- One hundred percent (100%) of individuals served by the Department of Corrections with opioid use disorder who are re-entering the community and identified as at risk for overdose will be offered one (1) Naloxone kit.
- At six (6) and twelve (12) months post-release, 80% of participants will remain in the community.
- At six (6) and twelve (12) months post-release, 80% of participants will demonstrate increased recovery capital which may include, but is not limited to:
 - Involvement with recovery supports;
 - Safe sober housing; and
 - Improved family connections.
- Sixty percent (60%) of individuals identified as being able to benefit from medication-assisted treatment will consent to receive medication-assisted treatment.

As referenced in Section 2 Term, Subsection 2.2 Duration of the attached memorandum of understanding, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, and Governor and Council approval. The department is exercising its option to renew services for one (1) of the two (2) years available at this time.

Should the Governor and Executive Council not authorize this request, individuals re-entering the community from Department of Corrections facilities with an opioid and/or stimulant use disorder may be more likely to relapse due to the lack of re-entry supports and medication

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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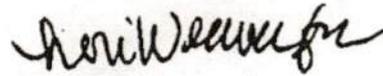
assisted treatment. This could result in higher incarceration rates and additional costs to the health care system.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI083326

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is written in a cursive style with a large initial "L".

Lori A. Shibinette
Commissioner



New Hampshire Department of Health and Human Services State Targeted Response to the Opioid Crisis Grant Projects

State of New Hampshire Department of Health and Human Services Amendment #1

This 1st Amendment to the State Targeted Response to the Opioid Crisis Grant Projects 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 Department of Corrections, (hereinafter referred to as the "DOC").

WHEREAS, pursuant to an agreement (the "MOU") approved by the Governor and Executive Council on March 3, 2021 (Item #10), the DOC 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 2.2, and Subsection 2.3, Modification, the MOU may be extended and modified upon written agreement of the parties and approval from the Governor and Executive Council; 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 2, Duration, the first sentence of 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 September 29, 2022.

2. Section 4, Responsibilities of the Department of Health and Human Services, Subsection 4.1, Paragraph 4.1.3 to read:

4.1.3 Make funds available from the SOR grant for reimbursement under this MOU not to exceed \$2,120,732, including:

- 4.1.3.1. A maximum amount of \$705,055 for SFY 2021;
- 4.1.3.2. A maximum amount of \$1,150,585 for SFY 2022; and;
- 4.1.3.2. A maximum amount of \$265,092 for SFY 2023.



**New Hampshire Department of Health and Human Services
State Targeted Response to the Opioid Crisis Grant Projects**

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,

DocuSigned by:
Katja Fox
5D9DC5804C83442

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

8/30/2021

Date

DocuSigned by:
Helen E Hanks
819C93A2EE842C

Helen Hanks, Commissioner
Department of Corrections

8/30/2021

Date



**New Hampshire Department of Health and Human Services
State Targeted Response to the Opioid Crisis Grant Projects**

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

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

Date

DocuSigned by:
Catherine Pinos

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:

10
MAC



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

Lori A. Sbibinette
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

February 2, 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 **Retroactive** memorandum of understanding with the New Hampshire Department of Corrections ("DOC"), 105 Pleasant Street, Concord, New Hampshire 03301 in the amount of \$1,060,366 for the provision of services for opioid use disorder case management re-entry; to provide Naloxone kits and related instruction available to individuals re-entering the community from any correctional facility or State-run transitional housing; and to provide medication assisted treatment to individuals in correctional facilities with opioid use disorder, with the option to renew for up to two (2) additional years, effective retroactive to January 1, 2021, upon Governor and Council approval, through September 29, 2021. 100% Federal Funds.

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--92-920510-25590000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, OPIOID STR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	085-588546	Contracts for Prog Svc	92052559	\$705,055
2022	085-588546	Contracts for Prog Svc	92052559	\$355,311
			Total	\$1,060,366

EXPLANATION

This request is **Retroactive** because approval of the Department's State Opioid Response grant request was not received from the Substance Abuse and Mental Health Services Administration in time to renew the previous memorandum of understanding that expired on September 29, 2020. Although DOC is continuing Naloxone and MAT efforts using supplies and training provided under the previous memorandum of understanding, the requested funds are needed to continue these efforts, without interruption, and to fund and rehire re-entry care coordinators who were reassigned when the previous memorandum of understanding ended.

The purpose of this request is for the Department of Health and Human Services to provide funding to the Department of Corrections to ensure training and education materials, and Naloxone kits, are provided to individuals re-entering the community from any correctional facility or State-run transitional housing facility. In addition, this request will provide fund for medication-assisted treatment to individuals in correctional facilities with opioid use disorder.

The Department of Corrections provides care coordination services to incarcerated individuals in order to achieve and sustain recovery from substance abuse, including opioid use disorders. Female residents of the Shea Farm Transitional Housing unit, and males re-entering the community from incarceration will receive support for re-entry through services provided under this memorandum of understanding. Approximately 200 individuals will be served from the Contract Effective Date to September 29, 2021.

The services provided through this MOU greatly increase the likelihood of successful re-entry into the community for individuals under Department of Corrections control because they are given education, medication, behavioral health services and other supports while working toward their re-entry plans.

The Department will monitor the effectiveness of services through the following performance measures:

- One hundred percent (100%) of individuals served by the Department of Corrections with opioid use disorder who are re-entering the community and identified as at risk for overdose will be offered one (1) Naloxone kit.
- At six (6) and twelve (12) months post-release, 80% of participants will remain in the community.
- At six (6) and twelve (12) months post-release, 80% of participants will demonstrate increased recovery capital which may include, but is not limited to:
 - Involvement with recovery supports;
 - Safe sober housing; and
 - Improved family connections.
- Sixty percent (60%) of individuals identified as being able to benefit from medication-assisted treatment will consent to receive medication-assisted treatment.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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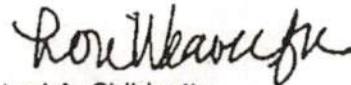
As referenced in Section 2 Term, Subsection 2.2 Duration of the attached memorandum of understanding, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, and Governor and Council approval.

Should the Governor and Executive Council not authorize this request, individuals re-entering the community from Department of Corrections facilities with an opioid use disorder may be more likely to relapse due to the lack of support and medication assisted treatment. Additionally, individuals re-entering the community from a correctional facility or Department of Corrections transitional housing who have an opioid use disorder may be more likely to die from an overdose without the Naloxone kit and necessary educational and training materials relative to its use.

Area served: Statewide.

Source of Funds: CFDA #93:788 FAIN # TI081685 and #TI083326.

Respectfully submitted,



Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
MOU-2021-BDAS-04-OPIOI-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, 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Corrections ("DOC"), 105 Pleasant Street, Concord, New Hampshire 03301, and sets forth the roles and responsibilities of DHHS and DOC related to collaboration on the State Opioid Response Grant ("SOR").
- 1.2. This MOU outlines how the DOC and its Agents will provide Opioid or Stimulant Use Disorder (O/SUD) case management service to Persons Under Departmental Control (also referred to herein as Residents) to assist with referrals and enhance the successful transition to community resources, and how Naloxone kits and related instruction on administration will be provided to individuals re-entering the community.
- 1.3. The DOC shall meet with the DHHS within sixty (60) days of the MOU Effective Date to review implementation.
- 1.4. In connection with the performance of this MOU, DHHS and DOC shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective Date: This MOU is retroactive to January 1, 2021 upon Governor and Executive Council Approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 29, 2021. The parties may extend this MOU for up to two (2) years at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, 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 the approval of the Governor and Executive Council.
- 2.4. 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 at a later date specified in the notice. In the event of an early termination of this MOU for any other reason than the completion of services, the DOC 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 terminate this MOU and any remaining funds will be forfeited. Such termination shall be submitted in writing to DOC and will require DOC to deliver a final Termination Report as described above.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF CORRECTION

Subsection I – Re-entry Services and Naloxone Kits and Instruction

- 3.1. The DOC agrees to:
 - 3.1.1. Use the funding provided by DHHS to assist male and female

Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01



Residents with OUD by providing re-entry services through care coordination.

- 3.1.2. Fund and manage three (3) full time (37.5 hour) Re Entry Care Coordinator positions through the term of this MOU that will be provide services to individuals at any NHDOC facility or Field Services Office. Ensure that all Re-entry Care Coordinators implement comprehensive reentry planning to assist Residents in accessing appropriate relapse prevention, treatment, recovery, and ancillary services that will support their rehabilitative goals and reduce the risk for recidivism.
- 3.1.3. Provide training and education for DOC staff on providing instructions to Residents on the administration of Naloxone.
- 3.1.4. Assist eligible Residents with OUD and their residential companions through voluntary distribution of naloxone and providing education on how to use Naloxone, if need arises, once released from DOC facilities or a transitional housing unit to the community.
- 3.1.5. DOC may provide naloxone kits to NH Judicial Branch for distribution to drug court participants. This process will take place as agreed upon between DOC and NH Drug Court; all distributed kits will be tracked and reported back to the DHHS.
- 3.1.6. DOC shall follow the referral process for distributing Naloxone kits to Residents as follows:
 - 3.1.6.1. Identify a Resident through the diagnosis of an OUD. The Resident may also self-identify and request a Naloxone kit.
 - 3.1.6.2. Forward all referrals to the assigned case manager and to Reentry Care Coordinator assigned to the Resident being released.
 - 3.1.6.3. The Case manager and the Reentry Care Coordinator will meet with the Resident and/or their community support person, if the Resident chooses, to provide education on how to use the Naloxone kit and how to obtain additional kits if needed.
 - 3.1.6.4. Upon discharge, DOC will ensure that the case manager or other authorized correctional staff provides the Naloxone kit as the Resident processes out of the DOC facility.
 - 3.1.6.5. DOC will ensure the distribution of the Naloxone kits for Residents is documented.
- 3.1.7. DOC shall collect and submit aggregate data and aggregate reports on the data elements identified in Section 5 to DHHS on a monthly basis.
- 3.1.8. DOC shall ensure Re-entry Care Coordinators offer targeted case management services to support the re-entry efforts of Residents with an O/SUD or history of overdose for up to twelve (12) months following release through face-to-face and/or telephone contact, including:
 - 3.1.8.1. Providing follow up at three (3) and six (6) months following release.
 - 3.1.8.2. Facilitating a post release check in within 72 hours of Resident's release, for the purpose of identifying and addressing any

**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01**



issues with accessing community O/SUD treatment and substance abuse management.

- 3.1.8.3. Providing ongoing targeted case management services up to 12 months after release.
- 3.1.8.4. Providing comprehensive reentry planning to support rehabilitative goals and reduce the risk for recidivism including, but not limited to:
 - 3.1.8.4.1. Healthcare navigation and barrier removal.
 - 3.1.8.4.2. Supportive services to assist Residents in accessing appropriate relapse prevention, treatment, recovery, and ancillary services.
- 3.1.9. DOC shall coordinate with the Regional Doorway(s) for re-entry care coordination and GPRA data collection, and ensure Residents are referred to their preferred Regional Doorway(s) upon release to the community.
- 3.1.10. Purchase supplies, including general office supplies, postage, laptops, software and office equipment to better enhance targeted case management techniques and tracking for the purpose of reintegration.
- 3.1.11. Meet the following performance measures:
 - 3.1.11.1. At six months, post-release 80% and at twelve Months, Post-release 70% of Residents who accept targeted case management services from a reentry care coordinator will remain in the community.
 - 3.1.11.2. 100% of Residents with an OUD re-entering the community from DOC identified as at-risk for overdose will be offered a Naloxone kit.
 - 3.1.11.3. 100% of Residents with an OUD re-entering the community from DOC identified as at-risk for overdose will be offered instruction on the administration of Naloxone.
 - 3.1.11.4. 100% of Residents receiving MAT will be connected with a community provider and support network, including their preferred Regional Doorway upon their release to the community.
 - 3.1.11.5. 100% referral rate of Residents from the MAT treatment group to the Re-entry Care Coordinator.

Subsection II – Medication Assisted Treatment (MAT) Services

3.2. DOC agrees to:

- 3.2.1. Use medications, in combination with behavioral therapies, to provide a whole-patient approach to the treatment of OUD for Residents.
- 3.2.2. Provide MAT to individuals with OUD in correctional facilities as part of their treatment plan inside the institution and as preparation for re-entry into the community.
- 3.2.3. Provide training to DOC staff and Residents in MAT services that



**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01**

includes:

- 3.2.3.1. Training DOC medical providers and clinical staff in the prescription of medications to treat opioid use disorder, delivery of services and the benefits of medication-assisted treatment; and
- 3.2.3.2. Ongoing training and education in MAT practices and benefits to DOC staff and Residents across all NHDOC facilities.
- 3.2.4. Ensure that the MAT process used by DOC is as outlined in the Policy Procedure Directive 6.08 Medication Assisted Treatment - Substance Use Disorders, which is attached hereto and incorporated by reference herein as Attachment 1, which includes:
 - 3.2.4.1. Ensuring all Residents sign a MAT treatment agreement; and
 - 3.2.4.2. Ensuring all non-compliant patients with MAT treatment or medications will receive additional education and counseling.
- 3.2.5. Increase participation and compliance with MAT for Residents as appropriate to their behavioral health needs and healthcare needs, which must include, but is not limited to:
 - 3.2.5.1. Providing education on the benefits of treatment while on MAT to Residents and staff monthly.
 - 3.2.5.2. Identifying and addressing include risks for specialized populations.
 - 3.2.5.3. Connecting Residents released on MAT with a mental health condition or medical needs with community resources to address co-occurring concerns.
- 3.2.6. Ensure that medication is provided with a 14-day supply at release from custody for all individuals leaving DOC facilities dependent on transition services and insurance coverage established.
- 3.2.7. Purchase equipment and supplies as needed to better enhance targeted case management techniques for the purpose of reintegration.
- 3.2.8. Assist Residents in applying for health insurance coverage.
- 3.2.9. Meet the following performance measures:
 - 3.2.9.1. 100% of DOC provider staff will be trained in buprenorphine prescribing practices and seek a DEA licensing waiver for such medications pursuant to NH Bureau of Drug and Alcohol Services (Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire Second Edition) Within 3 months of hire date.
 - 3.2.9.2. Identify and train 30 residents to provide peer recovery support services and trained in peer recovery support practices no later than 12 months after the Effective Date.
 - 3.2.9.3. 100% of Residents on MAT will be referred to the Re-entry Program Coordinators for continuity of care prior to release from incarceration.

**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01**



3.2.9.4. 80% of Residents in MAT will remain treatment compliant at 6 and 12-month intervals post-participation in MAT.

3.2.10. Collaborate with DHHS on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.

4. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. DHHS agrees to:

4.1.1. Administer and manage the State Opioid Response Grant ("SOR") under the terms and conditions of the grants as approved by SAMHSA.

4.1.2. Provide funding to DOC upon receipt of approved invoices and subject to DOC's compliance with the terms and conditions of this MOU.

4.1.3. Make funds available from the SOR grant for reimbursement under this MOU not to exceed \$1,060,366, including:

4.1.3.1. A maximum amount of \$705,055 for SFY 2021, and

4.1.3.2. A maximum amount of \$355,311 for SFY 2022.

4.1.4. Provide completed data reports to SAMHSA on a semi-annual basis.

4.1.5. Collaborate with DOC to obtain data and information necessary for monitoring the SAMHSA grants and developing and writing any required reports.

4.1.6. Attend and/or participate in any SAMHSA-required meetings, trainings or presentations.

4.1.7. Provide technical assistance on clinical programming and reporting requirements to DOC.

5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

5.1. DHHS will collaborate with DOC on the development, reporting, and quality improvement efforts for additional performance measures and outcome indicators.

5.2. Systems of Records:

5.2.1. DHHS and DOC will not be exchanging confidential data under this MOU.

5.2.2. DOC will provide de-identified aggregate data to DHHS from the following systems of records:

5.2.2.1. Resident Corrections Information System (CORIS).

5.2.2.2. Techcare Electronic Health Record.

5.3. Data Elements Involved:

5.3.1. DOC general demographic non-identifiable data elements of individuals served to be determined between DOC and the Department during initial contract "kick off" meeting within sixty (60) days of contract Effective Date.

5.3.2. DOC shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as



**Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01**

deemed necessary by DHHS and/or SAMHSA.

- 5.4. DHHS may adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.
- 5.5. If federal funding no longer becomes available or if this MOU is terminated early, DHHS will not be required to provide funding to sustain any of the Care Coordinator positions referenced in Section 3.
- 5.6. Notwithstanding any provision of this agreement 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 become unavailable.
- 5.7. DOC shall take appropriate steps to accept and expend the funds provided within the project period. DOC agrees to submit monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.

5.7.1. Invoices shall be mailed or emailed to:

Department of Health and Human Services
Division for Behavioral Health
SOR Finance Manager
105 Pleasant Street
Concord, NH 03301
Melissa.Girard@dhhs.nh.gov

- 5.8. DHHS agrees to pay DOC within thirty (30) days of receipt of the approved invoices.
- 5.9. 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.
- 5.10. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 5.11. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
- 5.12. 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.
- 5.13. 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.
- 5.14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.



Memorandum of Understanding Between DHHS and DOC
MOU-2021-BDAS-04-OPIOI-01

6. APPROVALS:

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

2.4.21
Date

Heidi Hanks
Heidi Hanks
Commissioner
NH Department of Corrections

2/2/2021
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

February 12, 2021
Date:

Catherine Pinos
Name:
Title:

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

Date:

Name:
Title:

Memorandum of Understanding Between DHHS and DOC

Attachment 1

NH DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE DIRECTIVE	CHAPTER <u>Health Services</u> STATEMENT NUMBER <u>6.08</u>
SUBJECT: MEDICATION ASSISTED TREATMENT PROGRAM – SUBSTANCE USE DISORDERS	EFFECTIVE DATE <u>11/30/2018</u>
PROPONENT: <u>Paula Mattis, Administrative Dir.</u> <i>Name/Title</i> <u>Medical/Forensic Services 271-3707</u> <i>Office Phone #</i>	REVIEW DATE <u>11/30/2020</u>
ISSUING OFFICER:  <u>Helen E. Hanks, Commissioner</u>	SUPERSEDES PPD# <u>6.08</u> DATED <u>12/4/2015</u>
REFERENCE NO: <u>See reference section on last page of PPD.</u>	DIRECTOR'S INITIALS _____ DATE _____ APPENDIX ATTACHED: YES _____ NO _____

- I. **PURPOSE:**
The purpose of Medication Assisted Treatment (MAT) Program is to provide treatment for Persons Under Departmental Control (PUDC) of the NH Department of Correction (NHDOC) diagnosed with opioid use disorders and alcohol use disorders. This is to include treatment while a person under departmental control is housed in a NHDOC Facility, as well as specific pre-release treatment and post-release successful transition to community resources.
- II. **APPLICABILITY:**
To all PUDCs receiving MAT and correctional staff involved in substance use disorder treatment services within the Department of Corrections.
- III. **POLICY:**
This program involves prison-based residential and non-residential substance disorder treatment models in NHDOC Facilities, as well as collaboration and successful transition to community-based treatment resources. The goal of this program is to promote abstinence, harm reduction, and continuity of care, for opioid- and alcohol-addicted persons under departmental control.
- IV. **DEFINITIONS:**
- Medication Assisted Treatment (MAT) is an evidence-based treatment that uses FDA-approved medications, in combination with counseling and other behavioral therapies, to provide a whole person approach in the treatment of substance use disorders. It is designed to increase adherence, improve outcomes, and assist with long term abstinence and harm reduction.
 - Outpatient Substance Use Treatment Programs are defined as substance use treatment provided in the general prison housing settings, in the outpatient mental health clinic and other transitional housing units.

Memorandum of Understanding Between DHHS and DOC

- C. Modified Residential Substance Use Treatment is defined as substance use treatment provided in specifically identified treatment units in our prison housing settings (e.g. Focus Unit, Wellness, and Residential Treatment Unit).
- D. Naltrexone is a non-addictive opioid antagonist that blocks the effects of opioid medications. It also reduces alcohol craving in alcohol dependence
- E. Vivitrol is an extended release injectable form of naltrexone
- F. Buprenorphine is an oral combination opioid and opioid blocker that largely blocks the euphoria from other narcotics if these are ingested.
- G. Sublocade is an extended release injectable form of Buprenorphine
- H. Disulfiram is an oral medication that inhibits the body from metabolizing alcohol normally, usually causing a toxic reaction when alcohol is consumed, with vomiting, sweating, headache, palpitations and other physical distress resulting almost immediately.
- I. Acamprosate is an oral medication designed to maintain the chemical balances in the brain that are disrupted by alcoholism, improving recovery.

V. PROCEDURES:

- A. Medication Assisted Treatment Training
All Substance Use Treatment staff, participating in MAT shall receive training on methods to educate persons under departmental control on the following:
 - a. Eligibility Criteria;
 - b. Motivational Interviewing
 - c. Opioid Epidemic;
 - d. Overview of Opioid and Alcohol Dependence;
 - e. MAT Treatment foundation, philosophy, and types of Medications used in MAT;
 - f. Overview of MAT PPD;
 - g. Orientation to approved MAT Clinical Treatment Guidelines, as established in the References Section of this policy.
 - h. Tracking of individuals throughout entry, active participation, follow up care in the MAT Program and referral to Re-entry Program Coordinator's for continuity of care.
- B. Participant Screening/Assessment
 - 1. The Ohio Risk Assessment System (ORAS) is administered on all new admissions at the DOC's reception and diagnostic units. PUDCs who score moderate/high in the Substance Use Domain will be referred by the counselor/case manager to a LADC clinician for further screening of need for both substance use disorder programming as well as MAT Program referral. In addition, referrals for these services may be generated by any clinical staff throughout the PUDC's incarceration.
 - 2. All referrals will include a urinalysis facilitated by nursing staff and results documented in the PUDCs electronic health record with triage to the referring LADC. Any positive results identified by nursing will be triaged according to PPD 6.86 Detoxification.
 - 3. Candidates who are referred and are interested in participating in the Medication-Assisted Treatment Program will be assessed by a licensed alcohol and drug counselor to determine the PUDC's stage of change, as per the Prochaska Stage of Change Model.
 - 4. Appropriate referrals will be administered the Drug Abuse Screening Test (DAST), Texas Christian University Drug Screen 11 (TCU5), or others diagnostic/screening tools to assess need. Any PUDC who scores in the moderate or severe range will be recommended to the Department's residential and/or outpatient substance use treatment program after the completion of the Addictions Severity Index (ASI) affirming the results. A clear diagnosis will be determined and documented in the electronic health record. A multidisciplinary approach will be taken for treatment of any identified coexisting mental health disorders.

Memorandum of Understanding Between DHHS and DOC

5. After review of all available information on the PUDC meeting the assessed level of need, substance use treatment staff shall add a Special Needs code of SUD-MAT in the electronic health records, document in a progress note their recommendations and send an alert in the electronic medical record to the Administrator of Forensic Services and/or the Psychiatric Medical Director regarding the recommendations. The reviewing administrator will then determine final recommendations for treatment. Participation for inclusion will include:
 - a. Meets current Diagnostic and Statistical Manual of Mental Disorders (DSM) criteria for a substance use disorder
 - b. Willingness to engage productively in psychosocial interventions for substance use treatment.
 - c. Assessed as possessing a commitment to achieving demonstrable harm reduction, with a goal of total abstinence from illegal substances as well as misuse of prescribed medications and alcohol.
6. A treatment plan will be developed by the LADAC in coordination with the psychiatric or medical provider assigned and documented into the electronic health record for all PUDCs who enter the MAT Program. This will include documentation on: substance use disorder diagnosis, current stage of change, motivational strategies to be utilized appropriate for identified stage of change, integration into current psycho-social substance use treatment services, as well as identification and treatment plan integration for treatment of other identified mental health diagnoses. If there is an existing treatment plan, substance use treatment and MAT will have separate identifiable goals as part of the plan. Eligibility for inclusion at the screening stage will include:
7. Medical Evaluation
 - a. Medical Provider Staff will meet with the PUDC to identify and diagnose any medical contraindications to MAT. If there are medical contraindications, these will be addressed and continued referral, when appropriate, will be made to the Administrator of Forensic Services or Psychiatric Medical Director. A psychiatric or medical provider will be assigned by the Chief Medical Officer (CMO) or Psychiatric Medical Director (PMD) to provide the medication interventions of the MAT, and will follow the established guidelines and seek consultation with the CMO or PMD. The assigned psychiatric or medical provider will also coordinate treatment with the assigned clinical staff for treatment integration as necessary.
 - b. Informed consent will be obtained, and any MAT will be prescribed according to clinical guidelines approved by the CMO, psychiatric medical director and Director of Medical and Forensic Services, in accordance with established National MAT guidelines concerning oral naltrexone, injectable naltrexone, oral buprenorphine, injectable buprenorphine. (Attachments A through D). Informed consent for additional or other MAT medication interventions will be done with the medication informed consent process in the EHR.
 - c. When the treating psychiatric or medical provider begins the medication assisted treatment through initiating a prescription, they will notify the Administrator of Forensic Services and the psychiatric medical director that MAT has been initiated.
 - d. The CMO and/or PMD will quarterly review a random sample of MAT patients to ensure adherence to the clinical guidelines as referenced in the reference section, as appropriate to the medication intervention section, and report findings in the Quality Review (QI) meeting on a quarterly basis.

Memorandum of Understanding Between DHHS and DOC

8. Concurrent Psychosocial Treatment and Drug Screens

1. The PUDC shall be required to attend all scheduled substance use counseling sessions/groups during the course of MAT which shall be no less than one clinical encounter every two weeks.
2. The PUDC will be required to attend all MAT provider appointments, which shall be no less than quarterly.
3. The PUDC will acknowledge these requirements in 1 and 2 above by signing the MAT Counseling Attendance Agreement (Attachment E).
4. The counseling/group sessions with LADC Professional staff shall focus on continued assessment of motivational state, commitment to treatment and supportive/reinforcing counseling to strengthen commitment to recovery.
5. The MAT provider appointments shall focus on assessment of general and mental health status, side effects, review of abstinence through review of CORIS drug screens, review of medically ordered drug screens, assessment of physiologic responses to treatment (cravings, triggers), as well as documentation of stage of change
6. Substance use treatment staff may discharge a PUDC from the program if he/she fails to meaningfully participate in recommended programming after consultation with the Administrator of Forensic Services and/or the Psychiatric Medical Director and through documentation of justification.
7. Urine or saliva scan drug screens will be performed in accordance with approved MAT clinical guidelines, the PUDC's treatment plans, and as clinically or behaviorally indicated.
8. The nursing staff shall coordinate the collection of the urine drug screen. LADC staff will collect saliva scans. Both nursing and LADC staff will document in progress notes the action of doing the screens and outcome of the screen in the EHR.
9. Any missed medication nursing staff will notify the LADC so an intervention can be scheduled at the next possible time.
10. The treatment team for this population may include counselor/case managers, LADC staff, mental health clinicians, psychiatric and medical staff, and other disciplines as indicated by the individual case.
11. Security staff will be consulted as to behavior and unit observations.
12. All treatment plans will be updated every three (6) months.
13. A substance use disorder (SUD) alert will be added in the EHR to ensure continuity of care when leaving departmental custody.
14. Discharge planning and/or release planning will focus on a continuum of care with outside resources. The person under departmental control counselor/case manager shall make arrangements as indicated below. This will include, but not limited to the following referrals and interventions:
 - a. Referral to the State Targeted Response (STR) Program Coordinator
 - b. Referral for continued MAT services, as clinically appropriate and recommended by the current MAT provider
 - c. Referral to mental health treatment resources as clinically appropriate and recommended by mental health treatment staff for the purpose of integrated care with above treatment modalities

REFERENCES:

Standards for the Administration of Correctional Agencies
Second Edition Standards

Memorandum of Understanding Between DHHS and DOC

Standards for Adult Correctional Institutions
Fourth Edition Standards

Standards for Adult Probation and Parole Field Services
Third Edition Standards

Standards for Adult Community Residential Services
Fourth Edition Standards

National Commission on Correctional Healthcare
STANDARDS FOR HEALTH SERVICES IN PRISONS: 2008

P-D-02: MEDICATION SERVICES (essential)

P-G-08: OFFENDERS WITH ALCOHOL AND OTHER DRUG PROBLEMS (important)

Other

Medicaid Coverage and Financing of Medications to Treat Alcohol and Opioid Use Disorders
<http://storc.samhsa.gov/sbii/content//SMA14-4854/SMA14-4854.pdf>

Medication-Assisted Treatment, Substance Abuse and Mental Health Services Administration
(SAMHSA)
<https://www.samhsa.gov/medication-assisted-treatment>

Guidance Document on Best Practices: Key Components for delivering Community Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire, second edition
<https://www.dhhs.nh.gov/dcbcs/bdas/documents/matguidancedoc.pdf>

ASAM National Practice Guideline for the Use of Medications in the Treatment of Addiction Involving Opioid Use

<http://www.asam.org/docs/default-source/practice-support/guidelines-and-consensus-docs/national-practice-guideline.pdf?sfvrsn=22>

MATTIS/b