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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

March 1, 2023

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 of Public Health Services, to amend an existing Memorandum of Understanding with the Department of Corrections (VC #177896), Concord, NH, to continue supporting parental education programs for incarcerated residents of the New Hampshire State Prison, by exercising a renewal option, by increasing the price limitation by $200,000 from $200,000 to $400,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective July 1, 2023, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on September 15, 2021, item #9.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

05-95-90-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, COMMUNITY COLLABORATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90070471	$100,000	$0	$100,000
2023	102-500731	Contracts for Prog Svc	90070471	$100,000	$0	$100,000
2024	102-500731	Contracts for Prog Svc	90070471	$0	$100,000	$100,000
2025	102-500731	Contracts for Prog Svc	90070471	$0	$100,000	$100,000
			TOTAL	**$200,000**	**$200,000**	**$400,000**

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EXPLANATION

The purpose of this request is to renew the Memorandum of Understanding (MOU) with the Department of Corrections (DOC) for two (2) additional years, at level funding, for the DOC to continue supporting the Family Connections Center, which provides parental education programs to incarcerated residents of the New Hampshire State Prison, and supports the development of healthy parent and child relationships during incarceration. Funding in this MOU also supports training for DOC staff to achieve the mission of the Family Connections Center Program. In addition, funds will support the continuation of the full time position at the Northern New Hampshire Correctional Facility to facilitate parenting time and education.

Approximately 1,000 individuals will be served from July 1, 2023 through June 30, 2025, which includes both incarcerated parents and their children.

Children and families are at high risk of adverse childhood experiences (ACEs) due to parental incarceration. ACEs have been linked to the development of chronic health conditions, mental illness, and substance misuse problems in adulthood, and can negatively impact education and future job opportunities. The DOC will continue to provide evidence-based parental education curriculum and supports to families and their children to assist with parent-child visits, and support children of incarcerated parents attend summer camp where they are able to experience interactions with other peers through social emotional learning supports. Also, through this MOU, the DOC will continue supporting Family Fun Days at the Family Connections Center at all three (3) prisons, as well as continue providing support for audio and video recordings of parents reading to their children.

This re-entry program includes co-parenting sessions for the incarcerated parent and the caregiver of their child(ren) that helps support the transition for the entire family and helps integrate the incarcerated parent's re-entry into the family unit when they are released to the community. The DOC will continue to facilitate more tele-visits between incarcerated parents and their children throughout their incarceration. These types of visits help incarcerated individuals keep on the right track, as they must be disciplinary-free to qualify for these extra program visits.

DHHS will continue monitoring the MOU through the DOC semi-annual report that includes a summary of the programs and activities, number of families served, and number of support trainings provided to residents.

As referenced in the MOU, Section 2, Term, 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 the MOU for two (2) of the two (2) years available.

Should the Governor and Council not authorize this request, vulnerable populations will not receive needed services to support children and families in order to reduce adverse childhood experiences due to parental incarceration. Additionally, the full-time position at the Northern New Hampshire Correctional Facility will no longer be funded.

Area served: Statewide

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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

This Amendment to the Parental Education Programs Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and Department of Corrections (hereinafter referred to as the "DOC"), (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on September 15, 2021 (Item #9), 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, Subsection 2.2, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; and NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

1. Modify Section 2, Term, Subsection 2.2, Duration, to read:

   2.2. Duration: The duration of this MOU is from the date of approval by the Governor and Executive Council through June 30, 2025. 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. Modify, Section 3. Responsibilities of the Department of Corrections, Subparagraph 3.2.1.1 to read:

   3.2.1.1. Equipment and items to support and promote interactive visits, which include but are not limited to:

      3.2.1.1.1. Props.

      3.2.1.1.2. Educational supplies.

      3.2.1.1.3. Technology.

      3.2.1.1.4. Yearly Zoom Memberships.

      3.2.1.1.5. Arts and Crafts Supplies.

      3.2.1.1.6. Food for Family Connections Center Events.

      3.2.1.1.7. Educational Material.

3. Modify, Section 4. Responsibilities of the Department of Health and Human Services, Subsection 4.1, to read:

   4.1. Provide Community Collaborations funding to the DOC to support families and the children of individuals incarcerated within the NH Department of Corrections to cultivate positive, safe and healthy family relationship and reduce adverse childhood experiences, statewide, upon receipt of approved invoices and subject to the DOC's compliance with the terms and conditions of this MOU as follows:

      4.1.1 Up to a maximum of $100,000 in State Fiscal Year 2022.

      4.1.2 Up to a maximum of $100,000 in State Fiscal Year 2023.

Initials [illegible]
Date 3/16/2023

4.1.3 Up to a maximum of $100,000 in State Fiscal Year 2024.

4.1.4 Up to a maximum of $100,000 in State Fiscal Year 2025.

4. Modify Section 5. It Is Further Understood and Agreed Between DHHS and DOC That:, Subsection 5.1., to read:

5.1. The maximum amount of funds available for reimbursement under this MOU – Amendment #1 from DHHS to DOC shall not exceed $100,000 in State Fiscal Year 2024, and $100,000 in State Fiscal Year 2025, with one hundred percent (100%) of the costs covered by General Funds.

Initials

Date 3/16/2023

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, 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

3/17/2023
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

Department of Corrections

3/16/2023
Date

Name: Commissioner Helen E. Hanks
Title: Commissioner Department of Corrections

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

OFFICE OF THE ATTORNEY GENERAL

3/20/2023
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:

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

August 17, 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 of Public Health Services, to enter into a memorandum of understanding with Department of Corrections (VC#177896), Concord, NH, in the amount of $200,000 for parental education programs for incarcerated residents of the New Hampshire State Prison, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2023. 100% General Funds.

Funds are available in the following accounts for State Fiscal Years 2022 and 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.

05-95-90-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, COMMUNITY COLLABORATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90070471	$100,000
2023	102-500731	Contracts for Prog Svc	90070471	$100,000
			Total	**$200,000**

EXPLANATION

The purpose of this request is enter into a Memorandum of Understanding with the Department of Corrections to provide funding for the Family Connections Center. The previous Memorandum of Understanding was effective through June 30, 2021. The Family Connections Center provides parental education programs to incarcerated residents of the NH State Prison and supports the development of healthy parent and child relationships during incarceration.

Approximately 600 individuals will be served during the contract period. Children and families are at high risk of adverse childhood experiences (ACEs) due to parental incarceration. ACEs have been linked to the development of chronic health conditions, mental illness, and substance use problems in adulthood and can also negatively impact education and future job opportunities. Funds provided by the Department of Health and Human Services through the

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Memorandum of Understanding will be used to support evidence-based parental education curriculum, supports to families and children to assist with parent child visits, and support to children of incarcerated parents to attend summer camp where they are able to experience interactions with other peers through social emotional learning supports.

This reentry program includes co-parenting sessions for the incarcerated parent and the caregiver of their child; this helps support the transition for the entire family and helps integrate the incarcerated parent reentry into the family unit when they are released to the community. The Department of Corrections will be able to continue to facilitate more tele-visits between incarceration parents and their children during their entire incarceration. These kind of visits help the incarcerated individual keep on the right track in prison, as they must be disciplinary-free to qualify for these extra program visits. The funds will help support new computer equipment to replace old tele-visiting equipment and to expand to facilitate tele-visits for mothers and their children at the Shea Farm transitional housing unit for women.

Through this memorandum of understanding, the DOC will continue to support Family Fun Days at the Family Connections Center at all three prisons. The DOC will also continue providing support for audio and video recordings of parents reading to their children.

The Department will continue monitoring contracted services through the submission of a quarterly report that includes a summary on types of services provided, number of families served, and number of support trainings that were provided to residents.

As referenced in the memorandum of understanding, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, vulnerable populations will not receive needed funding to support children and families in order to reduce adverse childhood experiences due to parental incarceration.

Area served: Statewide

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
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Lori A. Weaver
Associate Commissioner

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MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES

AND

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

MOU-2022-DPHS-02-PAREN

1. GENERAL PROVISIONS

1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services, 29 Hazen Drive, Concord, NH 03301 and the New Hampshire Department of Corrections (DOC), 105 Pleasant Street, Concord, New Hampshire 03301, hereinafter referred to as the "Parties."

1.2. The purpose of this MOU is to set forth the roles and responsibilities of the DHHS and the DOC regarding the use of funds from the Division of Public Health Community Collaborations in order to support the Family Connections Centers in improving parental relationships for individuals incarcerated at the NH state prison and reducing adverse childhood effects.

1.3. Through these efforts, the DOC Family Connections Centers will continue to provide parental education programs to residents of the NH Department of Corrections to support parent and child relationships during incarceration. The funds will be used to support group facilitation of the updated evidence based curriculum, to include staff training. The funds will provide additional staff supports to families and children by providing increased parent child visits, and support children of incarcerated parents attending the NHDOC annual Children of Incarcerated Parents Camp (CIP).

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 date of approval by the Governor and Executive Council through June 30, 2023. 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.

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.

3. RESPONSIBILITIES OF THE DEPARTMENT OF CORRECTIONS

The DOC agrees to:

3.1. Use the funding provided by the DHHS from the Community Collaboration funds to support the Family Connections Center Programs and advance overall DOC practices by providing training and education to improve parental relationships, to provide resources to support expansion of programming to DOC residents and families, to make efforts in reducing adverse childhood experiences, to improve reentry practices, and to support the Children of Incarcerated Parents summer camp.

3.2. Use funding to support the Family Connections Center Programs to include, but not limited to:

3.2.1. Continued expansion of tele-visits between the incarcerated parent and their children during the term of incarceration.

3.2.1.1. Equipment and items to support and promote interactive visits, which include but are not limited to:

3.2.1.1.1. Props

3.2.1.1.2. Educational supplies

3.2.1.1.3. Technology

3.2.2. Staff training and associated travel expenses.

3.2.3. Postage

3.2.3.1. DOC will purchase postage for incarcerated parents to mail books and recorded CD's to their children.

3.3. Use funding to support one additional full time FCC staff member at the Northern NH Correctional Facility in Berlin.

3.4. Use funding to send DOC staff to trainings to support the mission of the Family Connections Center Program. Provide education and training for DOC staff including evidence based practices that support parents, families and children of incarcerated parents.

3.5. Use funding to provide clinical support, training and guidance to FCC staff and families to identify and help decrease adverse childhood experiences and assist with improving reentry and reunification for incarcerated parents, children and their caregivers.

3.6. Use funding to purchase resources including parenting books and DVD's and magazines to, educate and enhance the parent-child connection and healthy parenting interactions.

3.7. Use funding to support the Children of Incarcerated Parents summer camp program.

3.7.1. Funds to support camp related activities such as arts and craft supplies, food and decorations.

3.8. Provide summaries on the progress of the use of funds to DHHS by the 15th of May and November of each State Fiscal Year of the contract. Any data provided in these summaries shall be aggregated and not include any personally identifiable information or other confidential information.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

The DHHS agrees to:

4.1. Provide funding to the DOC to support families and the children of individuals incarcerated within the NH Department of Corrections to cultivate positive, safe and healthy family relationship and reduce adverse childhood experiences, statewide, upon receipt of approved invoices and subject to the DOC's compliance with the terms and conditions of this MOU as follows:

4.1.1. Up to a maximum of $100,000 in State Fiscal Year 2022.

4.1.2. Up to a maximum of $100,000 in State Fiscal Year 2023.

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

5.1. The maximum amount of funds available for reimbursement under this MOU from the DHHS to the DOC shall not exceed $200,000 with one hundred percent (100%) of those costs covered by funds provided by General Funds.

5.2. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon the availability and continued availability of General Funds. The DHHS shall not be required to transfer funds from any other source in the event that such funds become unavailable. The DHHS may adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified.

5.3. The DOC shall take appropriate steps to accept and expend the funds provided within the project period. The DOC agrees to submit monthly invoices to the DHHS for costs incurred. Invoices must include a description of services and associated costs.

5.3.1 Invoices shall be mailed or emailed to:

Department of Health and Human Services
Division of Public Health Services
Financial Manager
29 Hazen Drive
Concord, NH 03301
DPHSContractBilling@dhhs.nh.gov

5.4. The DHHS agrees to pay the DOC within thirty (30) days of receipt of the approved invoices.

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APPROVALS

Patricia Tilley
Director
Division of Public Health Services
NH Department of Health and Human Services

8/17/2021
Date

DocuSigned by:
Lori A. Weaver

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

8/17/2021
Date

Helen Hanks
Commissioner
NH Department of Corrections

8/17/2021
Date

Memorandum of Understanding Between DHHS and DOC
MOU-2022-DPHS-02-PAREN

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

OFFICE OF THE ATTORNEY GENERAL

8/18/2021
Date

DocuSigned by:
DSCA8202F32C4AE
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Memorandum of Understanding was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title: