



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

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BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

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Warren M. Perry
Deputy Adjutant General

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

April 28, 2023

REQUESTED ACTION

The Department of Military Affairs and Veterans Services (DMAVS) respectfully requests authorization to enter into a Memorandum of Understanding (MOU) with the New Hampshire Department of Health and Human Services (DHHS) in an amount not to exceed \$625,000 for the design, implementation and evaluation of the statewide closed loop referral system effective upon Governor and Executive Council approval through June 30, 2028. **100% General Funds.**

Funds are available in the SFY 2024 and SFY 2025 operating budget and contingent upon availability and continued appropriations in SFY 2026 to SFY 2028 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-12-12-120010-32520000- Veterans Services Mental Health and Social Isolation

State Fiscal Year	Class/Account	Class Title	Total Amount
2024	217-502682	Inter-Agency Payments	\$125,000.00
2025	217-502682	Inter-Agency Payments	\$125,000.00
2026	217-502682	Inter-Agency Payments	\$125,000.00
2027	217-502682	Inter-Agency Payments	\$125,000.00
2028	217-502682	Inter-Agency Payments	\$125,000.00
		Total	\$625,000.00

EXPLANATION

There is a need for a standardized, enterprise approach that will eliminate manual coordination between providers for the provision of comprehensive services. Creating a closed loop referral system allows a patient's entire network of care providers to see what services the individual is receiving (or not receiving) and permits the real-time identification of gaps, barriers and assets. The system will increase access to mental health services for Service members, Veterans and their families. It will also serve to provide the Department of Military Affairs and Veterans Services with valuable information regarding the types of services Veterans in the state are seeking and whether their needs are being met. Due to the positive impact this will have in the lives of New Hampshire's Service members and Veterans, the Department of Military Affairs and Veterans Services will provide funding to DHHS to support the development and implementation of this system.

This MOU has been reviewed and approved by the New Hampshire Department of Justice for form, content and execution.

Respectfully Submitted,

David J. Mikolaities
Major General, NH National Guard
The Adjutant General

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
Department of Military Affairs and Veterans Services
AND
Department of Health and Human Services
DMAVS-DHHS-MOU-CLR-2023-01**

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Military Affairs and Veterans Services (DMAVS), 4 Pembroke Road, Concord, NH 03301 and the Department Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties with regards to the design, implementation, and evaluation of the statewide closed loop referral system.
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through June 30, 2028 as to funding and payment terms contingent upon the availability and continued appropriation of funds. The responsibilities of Parties as stated in items #3 and #4 are from the Effective Date continuous through the life of the closed loop referral system platform or successor platform.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, the DHHS shall deliver to DMAVS 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 DMAVS, DMAVS reserves the right to immediately terminate this Agreement upon written notice.

- 2.5. Renewal: DMAVS may renew the funding of the closed loop referral system for up to an additional five (5) years July 1, 2028 to June 30, 2033 contingent upon the availability and continued appropriation of funds.

3. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 3.1. The DHHS agrees to:
 - 3.1.1. Involve DMAVS in the RFP selection process for choosing a Vendor to implement the statewide closed loop referral (CLR) system.

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- 3.1.2. Ensure the selected Vendor includes metrics related to Service members, Veterans and their family members (SMVF) in the CLR system database.
- 3.1.3. Involve DMAVS in activities related to the long-term sustainability and evaluation of the CLR system such as, but not limited to, work of a Steering Committee.
- 3.1.4. Facilitate the provision of CLR reports with data trends related to SMVF to DMAVS.
- 3.1.5. Funds will be used towards the total expense incurred by DHHS for start-up and implementation of the CLR system.

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

- 4.1. The DMAVS agrees to:
 - 4.1.1. Actively participate in the RFP selection process for choosing a Vendor to implement the statewide closed loop referral (CLR) system.
 - 4.1.2. Assist to inform and educate community providers serving Service members, Veterans and their family members (SMVF) about the CLR system and how to enroll.
 - 4.1.3. Actively contribute activities related to the long-term sustainability and evaluation of the CLR system such as, but not limited to, work of a Steering Committee.

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this Agreement from DMAVS to DHHS shall not exceed \$125,000 in State Fiscal Year 2024 and \$125,000 in State Fiscal Year 2025. Payments for State Fiscal Years 2026 through 2028 are subject to availability and continued appropriation of funds, payment not exceeding \$125,000 per State Fiscal Years 2026-2028.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. The DHHS shall submit an invoice and supporting documents to DMAVS monthly. The DHHS shall:
 - 5.3.1. Ensure the invoice is presented in a form that is provided by DMAVS or is otherwise acceptable to DMAVS.
 - 5.3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.3.4. Ensure the invoice is completed, dated and returned to DMAVS with the supporting documentation for authorized expenses, in order to initiate payment.

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- 5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to ying.q.chen@DMAVS.nh.gov or invoices may be mailed to:

Department of Military Affairs & Veterans Services
Attention: State Business Office
4 Pembroke Road
Concord, NH 03301

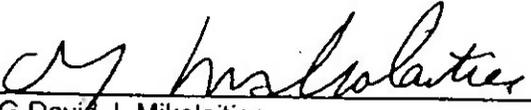
- 5.5. DMAVS shall make payment within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.6. The final invoice and supporting documentation for authorized expenses shall be due to DMAVS no later than forty (40) days after the MOU completion date.
- 5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of DMAVS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DMAVS shall not be required to transfer funds from any other source in the event that funds from the State of New Hampshire are reduced or become unavailable.
- 5.8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

- 6.1. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.2. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.4. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 6.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

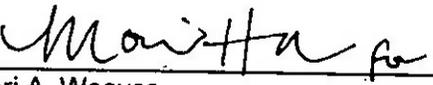
Memorandum of Understanding Between DMAVS and DHHS

APPROVALS:



MG David J. Mikolaities
The Adjutant General
Commissioner
NH Department of Military Affairs and Veterans Services

5/3/2023
Date

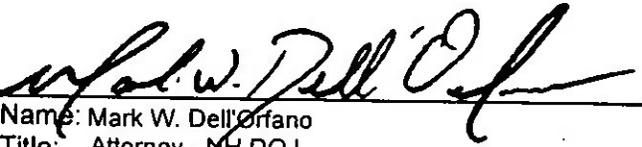


Lori A. Weaver
Interim Commissioner
NH Department of Health and Human Services

4/27/23
Date

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

OFFICE OF THE ATTORNEY GENERAL



Name: Mark W. Dell'Orfano
Title: Attorney - NH DOJ

05/03/2023
Date

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

Name:
Title:

Date