



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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April 30, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a memorandum of understanding with New Hampshire Department of Corrections (VC#177896-B0001), Concord, NH, in the amount of \$80,000 for a series of training sessions for Department of Corrections, court, and law enforcement personnel working with individuals with mental illness who are involved with the justice system, with the option to renew for up to two (2) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2025. 100% Other Funds (Governor Commission).

Funds are available in the following account for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS. HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% OTHER FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Opr Svc	92058501	\$80,000
			Total	\$80,000

EXPLANATION

The purpose of this request is for the Department of Health and Human Services to provide to the Department of Corrections (DOC) funding to support training sessions to be provided by the National Alliance on Mental Illness New Hampshire. Personnel from the DOC, court system, and law enforcement organizations will be able to attend these trainings focused on addressing the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide.

Based on Recommendation 8 in New Hampshire's 10-Year Mental Health Plan, the Governor's Executive Order 2019-02 established an advisory commission on mental illness and corrections. The Commission recommended steps to be taken to reduce incarceration and improve mental health services. Training through this agreement will directly address these

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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recommendations and will increase the DOC, court system, and law enforcement personnels ability to address the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide.

Approximately 300 individuals will be served between the effective date and June 30, 2025.

The Department will monitor services through the review of reports which will include:

- A description of the training provided.
- Target audience.
- Total attendance.
- Any outcomes noted during training.

As referenced in Section 5 of the attached 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, the New Hampshire DOC, court system, and law enforcement personnel, statewide, may not receive valuable training to increase their knowledge and improve their ability to address the complex issues experienced by individuals with mental illness in the criminal justice system.

Area served: Statewide.

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

Respectfully submitted,



for Lori A. Weaver
Commissioner

State of New Hampshire **Interagency Memorandum of Understanding**

Whereas, the New Hampshire Department of Health and Human Services [**"DHHS"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Corrections [**"DOC"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 12-J Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery, **DHHS** carries out the administrative functions of the Governor's Commission on Alcohol and Other Drugs [**"Commission"**];

Whereas, the Commission identified the need for training, in accordance with the New Hampshire's 10-Year Mental Health Plan, to increase the New Hampshire DOC, court system, and law enforcement organizations' ability to address the complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, statewide;

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. DHHS agrees to:

A. Pay **DOC** the amount of **\$80,000** for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: Governor's Commission Funds

B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

2. The DOC agrees to:

A. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.

4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective upon Governor and Executive Council approval 07/01/2024 until 6/30/2025. The Parties may extend the MOU for up to two (2) years

upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

- 6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
- 7. The Parties agree that the obligations, agreements, and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
- 8. 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.
- 9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

14. *New Hampshire Department of Health and Human Services*

DocuSigned by:
Katja S. Fox
 E09D05B04663442...

 Signature

Director

 Title

Katja S. Fox

 Print Name

5/15/2024

 Date

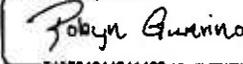
15. New Hampshire Department of Corrections

DocuSigned by:
Helen Hanks
Signature

5/15/2024
Date

Commissioner
Title
Helen Hanks
Print Name

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: 
[Name of Assistant Attorney General]

On: 5/15/2024
Date

Approved by the Governor and Executive Council

By: _____

On: _____
Date

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit A – State Agency Responsibilities

1. RESPONSIBILITIES OF DHHS

1.1. DHHS agrees to:

- 1.1.1. Provide funding to DOC upon receipt of approved invoices and subject to DOC's compliance with the terms and conditions of this MOU.
- 1.1.2. Make funds available from the Governor's Commission for reimbursement under this MOU, not to exceed \$80,000.

2. RESPONSIBILITIES OF DOC

2.1. DOC agrees to:

- 2.1.1. Host training sessions, provided by National Alliance on Mental Illness New Hampshire (NAMI NH), targeted to DOC corrections employees, court system, and correctional law enforcement personnel. The DOC must ensure the training sessions:
 - 2.1.1.1. Are provided, in full, each State Fiscal Year (SFY).
 - 2.1.1.2. Addresses complex issues experienced by individuals who have mental health and co-occurring disorders and are involved in the justice system, including, but not limited to:
 - 2.1.1.2.1. Lack of appropriate mental health treatment.
 - 2.1.1.2.2. Longer jail and prison stays.
 - 2.1.1.2.3. Homelessness and lack of affordable housing upon release.
 - 2.1.1.2.4. Meaningful employment upon release.
 - 2.1.1.2.5. Increased emergency department visits.
 - 2.1.1.2.6. Re-arrest and recidivism.
 - 2.1.1.3. Includes, but is not be limited to the following sessions:
 - 2.1.1.3.1. Building Trauma-Responsive Correctional Settings. Training must:
 - 2.1.1.3.1.1. Be provided a minimum of three (3) times per SFY.
 - 2.1.1.3.1.2. Be no less than three (3) hours duration per session.
 - 2.1.1.3.2. Crisis Training for Correctional (CIT) Officers. Training must:
 - 2.1.1.3.2.1. Be provided a minimum of two (2) times per SFY.
 - 2.1.1.3.2.2. Be no less than 40-hours in duration per session.
 - 2.1.1.3.2.3. Include, but not be limited to the following topics:
 - 2.1.1.3.2.3.1. Recognizing signs and symptoms of mental illness.
 - 2.1.1.3.2.3.2. Understanding medications.

2.1.1.3.2.3.3. Understanding special populations (elderly, developmentally disabled, veterans)..

2.1.1.3.2.3.4. Connection with families and consumers.

2.1.1.3.2.3.5. Development of communication skills and active listening.

2.1.1.3.2.3.6. De-escalation techniques.

2.1.1.3.2.3.7. Scenario based training.

2.1.1.3.3. Connect Suicide Prevention Training Program: Training must:

2.1.1.3.3.1. Be provided in-person.

2.1.1.3.3.2. Be provided a minimum of one (1) time per SFY.

2.1.1.3.3.3. Allow for up to 30 participants.

2.1.1.3.3.4. Be no less than four (4) hours in duration.

2.1.1.3.3.5. Include the following topics:

2.1.1.3.3.5.1. Suicide risk factors and warning signs.

2.1.1.3.3.5.2. Role of corrections in making an intervention with a suicidal individual in a variety of situations.

2.1.1.3.3.6. Dispelling myths and misconceptions that can prevent taking action in situations involving suicide risk and death.

2.1.1.3.3.7. Understanding the impact of suicide on loss survivors.

2.1.1.3.3.8. Identifying signs of contagion after a traumatic situation and ways to address this to reduce suicide risk in other vulnerable individuals.

2.1.1.3.3.9. Best practices around safe messaging, media guidelines and memorial activities after a suicide or other traumatic death to reduce risk in others.

2.1.1.3.3.10. Understanding the impact of trauma on corrections officers and recognize risk of suicide and resources to reduce risk and promote healthy and productive management of stress.

2.1.1.3.4. Developing a Suicide Postvention Plan for DOC: Session must:

2.1.1.3.4.1. Be provided a minimum of one (1) time per SFY.

2.1.1.3.4.2. Be provided over the course of one (1) day, in two (2), four (4) hour sessions as follows:

2.1.1.3.4.2.1. The first four (4) hour session must allow for up to 30 participants and include, but not be limited to, the following topics:

- 2.1.1.3.4.2.1.1. How to coordinate a safe and supportive response to a suicide.
- 2.1.1.3.4.2.1.2. Selecting a postvention response coordinator and team members and defining their roles.
- 2.1.1.3.4.2.1.3. Communication among team members.
- 2.1.1.3.4.2.1.4. Reducing the risk of suicide-related phenomena (clusters, contagion, pacts).
- 2.1.1.3.4.2.1.5. Best practices on communicating safely about suicide, responding to media, and restricting the availability of lethal means.

2.1.1.3.4.2.2. The second four (4) hour session must be set aside for protocol planning, allow up to 10 participants, and must include, but not be limited to, the following topics:

- 2.1.1.3.4.2.2.1. Postvention protocols specific to the DOC.
- 2.1.1.3.4.2.2.2. Surveillance of community "hot spots" to minimize future risk.
- 2.1.1.3.4.2.2.3. How to help the community heal.
- 2.1.1.3.4.2.2.4. Managing compassion fatigue.
- 2.1.1.3.4.2.2.5. Creating a suicide postvention response plan, including immediate and long-term actions.

2.1.1.3.5. Responding to People with Mental Illness: Training must:

- 2.1.1.3.5.1. Be provided a minimum of one (1) time per SFY.
- 2.1.1.3.5.2. Be no less than eight (8) hours in duration.
- 2.1.1.3.5.3. Target part-time corrections personnel.
- 2.1.1.3.5.4. Include, but not be limited to the following topics:

- 2.1.1.3.5.4.1. An overview of mental health disorders and related behaviors.
- 2.1.1.3.5.4.2. An introduction to stigma, discrimination, perceptions, myths, and misconceptions.
- 2.1.1.3.5.4.3. Special issues, such as mental health problems for specialized populations.
- 2.1.1.3.5.4.4. Dealing with suicide and violence.
- 2.1.1.3.5.4.5. Impact of stress on correctional officers and resources for help.

2.1.1.3.6. Family-to-Family Program: Training must:

- 2.1.1.3.6.1. Be provided a minimum one (1) time per SFY.
- 2.1.1.3.6.2. Be provided in-person at the Family Connections Center.
- 2.1.1.3.6.3. Include, but not be limited to the following topics:
 - 2.1.1.3.6.3.1. How to solve problems and communicate effectively.
 - 2.1.1.3.6.3.2. Taking care of yourself and managing your stress.
 - 2.1.1.3.6.3.3. Supporting your loved one with compassion.
 - 2.1.1.3.6.3.4. Finding and using local supports and services.
 - 2.1.1.3.6.3.5. Up-to-date information on mental health conditions and how they affect the brain.
 - 2.1.1.3.6.3.6. How to handle a crisis.
 - 2.1.1.3.6.3.7. Current treatment and therapies.
 - 2.1.1.3.6.3.8. The impact of mental health conditions on the entire family.

2.1.1.3.7. Crisis Intervention: Training must:

- 2.1.1.3.7.1. Be provided a minimum of two (2) times per SFY.
- 2.1.1.3.7.2. Be no less than five (5) days in duration, per session.
- 2.1.1.3.7.3. Be available to up to 25 participants per session.
- 2.1.1.3.7.4. Prepare participants to:
 - 2.1.1.3.7.4.1. Understand common signs and symptoms of mental illnesses and co-occurring disorders.
 - 2.1.1.3.7.4.2. Recognize when signs and symptoms represent a crisis situation.

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit B – Payment Terms

1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOC shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. Payment shall be made upon completion and approval by the Department of the deliverables as specified in Exhibit B-1, Training Sessions Task Deliverables Budget Worksheet.
3. 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.
4. If federal funding no longer becomes available or if this MOU is terminated early, DHHS will not be required to provide funding to sustain services described in Exhibit A – State Agency Responsibilities.
5. The parties agree that the schedule of training sessions can be changed or adjusted, and training topics may be modified, by mutual agreement, in the event of unforeseen circumstances.
6. 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.
7. The Contractor shall submit an invoice with supporting documentation to the Department no later than 30 days after completing the deliverables as specified in Exhibit B-1, Training Sessions Task Deliverables Budget Worksheet. The State Agency shall:
 - 7.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
 - 7.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 7.3. 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.
 - 7.4. Ensure the invoice is completed, dated, and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
8. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
9. DHHS shall make payment to the State Agency within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
10. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
11. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the

availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable:

12. 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.

Exhibit B-1

Training Sessions Task Deliverables Budget Worksheet

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Contractor Name: New Hampshire Department of Corrections

Project Title: Training Sessions provided by NAMI NH

Budget Period: July 1, 2024 through June 30, 2025 (SFY2025)

Task Deliverable	# of Trainings	Funded by DHHS
		Amount
Building Trauma-Responsive Correctional Settings	3	\$ 3,150.00
CIT Training for Corrections Officers	3	\$ 37,370.00
In-Person Connection Suicide Prevention	1	\$ 2,445.00
Connection Virtual Suicide Prevention	1	\$ 3,000.00
Connection suicide Prevention	3	\$ 8,400.00
Developing a Suicide Postvention Plan for the DOC	1	\$ 3,000.00
Responding to People with Family-to-Family	2	\$ 4,890.00
at the Family Connection Center	1	\$ 3,200.00
Crisis Intervention	2	\$ 14,545.00
Total		\$ 80,000.00