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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

Justin M. Looser
Chief Executive Officer

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529 www.dhhs.nh.gov

June 7, 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 Service, Hampstead Hospital, to amend an existing memorandum of understanding with New Hampshire Department of Safety (DOS) (VC#177896), Concord, NH, to continue developing, implementing and maintaining a safe and secure environment at Hampstead Hospital and Residential Treatment Facility, by exercising a renewal option, by increasing the price limitation by $100,000 from $350,000 to $450,000 and by extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% Other Funds (Agency Income).

The original contract was approved by Governor and Council on November 2, 2022, (item #12).

Funds are available in the following account for State Fiscal Year 2025, 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.

05-95-98-980010-26480000, Health & Social Services, Dept of Health & Human Svc, Hampstead Hospital, Hampstead Hospital Operations

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	049-584923	Trans to Other State Agency	98009800	$175,000.00	$0	$175,000.00
2024	049-584923	Trans to Other State Agency	98009800	$175,000.00	$0	$175,000.00

2025	049-584923	Trans to Other State Agency	98009800	$0	$100,000.00	$100,000.00
			Total	**$350,0000**	**$100,000.00**	**$450,000.00**

EXPLANATION

The purpose of this request is for DOS to continue to develop, implement and maintain a safe and secure environment at Hampstead Hospital and Residential Treatment Facility (HHRTF). The DOS Police Force completes, investigation of crimes and unlawful conduct occurring within the building and on the grounds of HHRTF. Services provided by the DOS Police Force are necessary to ensure the safety of Hampstead Hospital patients, staff, and visitors.

The Department will monitor services by ensuring facility safety is provided in accordance with the DOS' duties and responsibilities as set forth within the DOS MOU with Hampstead Police Department.

As referenced in Section 2, Term, of the original agreement, the parties have the option to extend the agreement for up to four (4) 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) of the four (4) years available.

Should the Governor and Council not authorize this request, the patients, staff and visitors of HHRTF may not be provided an assurance of safety and a secure environment. Additionally, both Departments will be unable to comply with RSA 21-P and RSA 106-B.

Area served: Hampstead Hospital and the Residential Treatment Facility

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

This Amendment to the Safety and Security for Hampstead Hospital Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and New Hampshire Department of Safety, Division of State Police ("DOS") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on November 2, 2022, (Item #12), 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, 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 the MOU, 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 the MOU for up to three (3) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

2. Modify the MOU, Section 5. Payment Terms, Subsection 5.1., to read:

   5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOS shall not exceed $175,000.00 in State Fiscal Year 2023, $175,000.00 in State Fiscal Year 2024, and $100,000.00 in State Fiscal Year 2025.

3. Modify the MOU, Section 5. Payment Terms, Subsection 5.2., to read:

   5.2. Reimbursement shall be paid at the overtime rate for personnel, benefits and cost for personnel performing work in accordance with 3.1.1 of this MOU.

4. Modify the MOU, Section 6. It Is Further Understood and Agreed Between the Parties, by adding Subsection 6.9., to read:

   6.9. The services in this MOU may be subject to change, in accordance with subsections 2.3 and 2.4 above, as needed to ensure alignment with DHHS and DOS requirements and based upon appropriate safety models, including but not limited to the New Hampshire Hospital (NHH) safety model. The parties will regularly meet to review the services in this MOU as requested by either party.

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, 2024, 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

6/12/2024
Date

DocuSigned by:
Lori A. Weaver
704AED906EE814C1...
Name: Lori A. Weaver
Title: DHHS Commissioner

New Hampshire Department of Safety

6/11/24
Date

Name: Robert L. Quinn
Title: Commissioner, Department of Safety

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

OFFICE OF THE ATTORNEY GENERAL

6/12/2024
Date

DocuSigned by:
Robyn Guarino
74873484494146O
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:

ARC
MLC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Shibinette
Commissioner

Kathleen E. Collins
Chief Executive Officer

218 EAST ROAD, HAMPSTEAD, NH 03841
603-329-5311 Fax: 603-329-5529
www.dhhs.nh.gov

October 18, 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, New Hampshire Hospital, to enter into a memorandum of understanding with the New Hampshire Department of Safety (VC#177878), Concord, New Hampshire, in the amount of $350,000 for developing, implementing, and maintaining a safe and secure environment at Hampstead Hospital and Residential Treatment Facility, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2024. 100% Other Funds (Hampstead Hospital Operations).

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.

05-95-98-980010-26480000 Health & Social Services, Dept of Health & Human Svc, Hampstead Hospital, Hampstead Hospital Operations

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	049-584923	Transfers to Other State Agency	98009800	$175,000
2024	049-584923	Transfers to Other State Agency	98009800	$175,000
			Total	**$350,000**

EXPLANATION

The purpose of this request is to set forth the roles and responsibilities of the Department of Health and Human Services (DHHS) and the Department of Safety (DOS) for developing, implementing, and maintaining a safe and secure environment at Hampstead Hospital and Residential Treatment Facility ("HHRTF") consistent with Section 13 of the operations and management contract awarded by the State of New Hampshire through DHHS to Wellpath Recovery Solutions, LLC, by Governor and Council at the May 4, 2022 meeting.

This MOU is intended to include the responsibilities for the investigation of crimes and unlawful conduct occurring within the building and on the grounds of HHRTF. Services provided by the DOS Police Force are necessary to ensure the safety of Hampstead Hospital patients, staff and visitors.

The Department will monitor services by ensuring facility safety is provided in accordance with the DOS' duties and responsibilities as set forth within the DOS MOU with Hampstead Police Department.

As referenced in Section 2, Term, of the attached agreement, the parties have the option to extend the agreement for up to four (4) 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 patients, staff, and visitors of HHRTF and the Department of Safety may not be provided an assurance of safety and both Departments will not be in compliance with RSA 21-P and RSA 106-B.

Area served: Hampstead Hospital and the Residential Treatment Facility

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

AND

DEPARTMENT OF SAFETY

1. GENERAL PROVISIONS

1.1. This Memorandum of Understanding ("MOU") is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Safety, Division of State Police ("DOS"), 33 Hazen Drive, Concord, NH 03305 (referred to as the "Parties").

1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties for the investigation of felony offenses or misdemeanor offenses within the building and on the grounds of HHRTF, or reports of runaway patients from HHRTF.

1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations including but not limited to RSA 21-P and RSA 106-B.

2. TERM

2.1. Effective date: This MOU is effective upon the later date of Governor and Executive Council approval, and the Town of Hampstead's execution of a separate MOU with DOS for providing police services at HHRTF pursuant to RSA 106-B:15, II.

2.2. Duration: The duration of this MOU is from the Effective Date through June 30, 2024. The Parties may extend the MOU for up to four (4) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.

2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. Notwithstanding any provision to the contrary, this MOU shall be terminated upon notice by the Town of Hampstead to the DOS that it withdraws its request for police services pursuant to RSA 106-B:15, II.

3. RESPONSIBILITIES OF THE DEPARTMENT OF SAFETY

3.1. The DOS agrees to:

3.1.1. Respond to and investigate allegations of criminal conduct under the criminal code of the State on the HHRTF property and within the facility, in accordance with DOS' duties and responsibilities as set forth within the DOS' MOU with Hampstead Police Department.

3.1.2. Require all personnel responding to HHRTF to maintain current certifications in training as required by RSA 106-B and New Hampshire Police Standards and Training Council (PSTC) policies and Department of Safety Guidelines.

3.1.3. Perform all services under this MOU in accordance with the Health Insurance Portability and Accountability Act ("HIPPA") and applicable HHRTF policies and procedures related to HIPPA.

3.1.4. Comply with HIPAA and any other privacy laws related to protected health information.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

4.1.1. Pay DOS for providing these services pursuant to Section 5 below.

4.1.2. Provide DOS access to HHRTF and its security systems as necessary for DOS to perform its responsibilities under this MOU.

4.1.3. Provide furnished secure office space within HHRTF to accommodate DOS personnel to conduct confidential interviews on the premises. This office space is not required to be permanent but must be available when necessary for the DOS personnel to perform their duties.

4.1.4. Provide the necessary training for responding DOS personnel as agreed to by the parties.

5. PAYMENT TERMS

5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOS shall not exceed $175,000.00 in State Fiscal Year 2023, and $175,000.00 in State Fiscal Year 2024.

5.2. Reimbursement shall be paid at an hourly rate for personnel, benefits and cost at $111.98 per hour for work done in accordance with 3.1.1 of this MOU.

5.3. DHHS shall also reimburse DOS for actual expenditures incurred to provide any necessary specialized equipment or to repair or replace such equipment damaged in the fulfillment of this MOU.

5.4. The DOS shall submit an invoice to DHHS no later than the fifteenth (15th) of the following month. The DOS shall:

5.4.1. Ensure the invoice is presented to DHHS.

5.4.2. Ensure the invoice identifies and requests payment for costs incurred in the previous month.

5.4.3. Ensure the invoice is completed, dated and returned to DHHS for authorized expenses, in order to initiate payment.

5.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to HampsteadFinance@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Hampstead Hospital and Residential Treatment Facility
218 East Road
Hampstead NH 03841

5.6. DHHS shall make payment to the DOS within thirty (30) calendar days of receipt of each invoice for authorized expenses, subsequent to approval of the submitted invoice.

5.7. The final invoice shall be due to DHHS no later than forty (40) calendar days after the MOU completion date.

5.8. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds from Other Funds (Hampstead Hospital Operations) are reduced or become unavailable.

6. **IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES**

6.1. DOS shall be responsible for selecting, training, equipping, supervising, setting performance standards, disciplining, compensating troopers, and other matters incident to the performance of services to be provided herein, all in accordance with Division of State Police requirements, rules and regulations, and Professional Standards of Conduct. Troopers assigned as set forth in this Agreement shall be employees of DOS and report directly to their Commanding Officer.

6.2. Notwithstanding any term to the contrary, this MOU does not constitute a guarantee of response of DOS personnel at HHRTF. The DOS may decide to not furnish immediate police services described herein because of weather, road conditions, unavailability of funding, personnel, or equipment, or other law enforcement incidents. The purpose of this section is to identify that although DOS will conduct investigations of crimes that occur at HHRTF, there may be instances where DOS may not be able to immediately respond and DOS' decision to not immediately respond shall not be construed as a breach of this MOU. The parties' agree that the decision of DOS shall be final in such matters. Emergency related calls at HHRTF shall be directed to E-9-1-1.

6.3. 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.

6.4. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

6.5. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.

6.6. 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.

6.7. 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.

6.8. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and DOS

APPROVALS:

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

10/20/22
Date

Robert L. Quinn
Commissioner
NH Department of Safety

10/18/22
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

/s Christopher Bond
Name:
Title:

10/21/22
Date

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

Name:
Title:

Date