ARC

46

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
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

May 23, 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 the New Hampshire Judicial Branch (VC#177872-B0001), Concord, NH, and the New Hampshire Department of Corrections (VC#177896-B0001), Concord, NH, in the amount of $1,900,000 to assist individuals with Substance Use Disorder, who are either re-entering the community after being incarcerated in the state correctional system or participating in the New Hampshire Family Treatment Court Program or the New Hampshire Drug Court program with obtaining temporary housing, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2026. 100% Other Funds (Governor's Commission).

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92058501	$950,000
2026	102-500731	Contracts for Prog Svc	92058501	$950,000
			Total	**$1,900,000**

EXPLANATION

The purpose of this request is for the New Hampshire Judicial Branch (NHJB) and the New Hampshire Department of Corrections (DOC) to provide financial assistance for housing costs, case management and supportive services, as directed by the Governor's Commission on

Alcohol and Other Drugs, to individuals with substance use disorders who are either re-entering the community after incarceration in the State correctional system, or who are participating in one of the nine (9) New Hampshire county drug court programs or the Family Treatment Court.

The Community Housing Program helps to ensure a supportive and stable environment in the community and increases the likelihood of reunification of families involved in Family Treatment Court. The program is accessible to qualified participants statewide.

The financial assistance, case management, and supportive services provided through the Community Housing Program helps individuals find stability within the community. Additionally, the New Hampshire Judicial Branch provides a coordinator position to assist individuals in securing and maintaining housing and ensures that individuals are referred to clinically appropriate substance use disorder and mental health treatments, and other services that support their recovery. The Department of Corrections participates by making referrals to the program and supporting participants' engagement and completion of the program. It is expected that 170 people will receive assistance with their housing each year of this contract.

As referenced in Section 6 of the attached agreement, the parties have the option to extend the agreement for up to five (5) 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, residents of New Hampshire with Substance Use Disorders who are engaged with judicial or correctional agencies may not have access to stable housing to support their recovery. This may increase their vulnerability to overdose and could potentially result in relapse, leading to recidivism or death.

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,

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 Judicial Branch *["NHJB"]* 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, ***DHHS*** is responsible for:
Providing funding, on behalf of the Governor's Commission on Alcohol and Other Drugs (Commission) for community housing services for court involved individuals with Substance Use Disorder (SUD).

Whereas, ***DHHS*** desires to:
Distribute funds from the Commission to the NHJB to assist court involved individuals with SUD to obtain temporary housing, and to facilitate interagency collaboration to support the Community Housing Program.

Whereas, ***NHJB*** is responsible for:
Hiring and managing a full-time Community Housing Coordinator (Coordinator) to manage the Community Housing Program.

Whereas, ***NHJB*** desires to:
Operate the Community Housing Program to assist court involved individuals with SUD obtain temporary housing.

Whereas, ***DOC*** is responsible for:
Referring individuals with SUD under their supervision to the Community Housing Program and supporting their engagement and completion of the program.

Whereas, ***DOC*** desires to:
Support the Community Housing Program to assist court involved individuals with SUD obtain temporary housing.

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:

[X] **A.** Pay ***NHJB*** the amount of **$1,900,000** 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]***

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

2. The ***NHJB*** agrees to:

[ ] **A.** Pay ***DHHS*** the amount of $ _____ for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporatedby reference.

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

3. The ***DOC*** agrees to:

[ ] **A.** Pay ***DHHS*** the amount of $ _____ for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporatedby reference.

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

4. 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.

5. 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.

6. The Memorandum of Understanding is effective July 1, 2024, upon Governor and Executive Council approval until June 30, 2026. The Parties may extend the MOU for up to five (5) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

7. This Memorandum of Understanding may be amended by an instrument in writing signed by all parties. Any party may terminate this agreement by providing written notice to the other parties at least thirty (30) days prior to termination.

8. 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.

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.

10. In connection with the performance of this Memorandum of Understanding, the parties agree to comply with all applicable laws and regulations.

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

12. 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.

13. 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.

14. 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.

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

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

DocuSigned by:
Katja S. Fox
ED9D03B04C63442...

Signature — Date: 6/5/2024

Director
Title

Katja S. Fox
Print Name

17. ***New Hampshire Judicial Branch***

Dianne Martin

Signature — Date: June 4, 2024

Director
Title

Dianne Martin
Print Name

18. ***New Hampshire Department of Corrections***

DocuSigned by:
Helen Hanks
01BD93002EE0420...

Signature

6/5/2024

Date

Commissioner

Title

Helen. Hanks

Print Name,

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

By: DocuSigned by: Robyn Guarino 7487346449414BB... On: 6/6/2024
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 from the Commission for community housing services for court involved individuals with Substance Use Disorder (SUD).

1.1.2. Collaborate with NHJB and DOC to obtain information necessary for monitoring the funding and meeting program requirements.

1.1.3. Provide technical assistance on housing resources and program requirements to DOC and NHJB.

2. **RESPONSIBILITIES OF NHJB**

2.1. NHJB agrees to:

2.1.1. Use the funding provided by DHHS to facilitate housing placements for:

2.1.1.1. DOC consumers, who are re-entering or have re-entered the community after incarceration in the state correctional system; or

2.1.1.2. NHJB consumers, who are participating in the New Hampshire drug court program or New Hampshire family treatment court program.

2.1.2. Receive referrals from the Criminal Justice Service agents, who are the referring employees from the DOC or NHJB as assigned by their agency, and may include:

2.1.2.1. Drug court case managers for the drug courts;

2.1.2.2. The Family Treatment Court Coordinator for the Family Treatment Court; and

2.1.2.3. Case managers and probation/parole officers for DOC.

2.1.3. Hire, train and manage one (1) full-time (37.5 hours) Community Housing Coordinator (the "Coordinator") to accomplish the services outlined in this MOU, and be:

2.1.3.1. Based primarily at the Administrative Office of the Courts (AOC); and

2.1.3.2. Supervised by the NHJB Treatment Court Coordinator.

2.1.4. Ensure the Coordinator:

2.1.4.1. Accepts initial referral for a consumer to the Community Housing Program from the consumer's Criminal Justice Services agent or Family Treatment Court Coordinator, as appropriate.

2.1.4.2. Works with the consumer and the consumer's support team to:

2.1.4.2.1. Assess the consumer's immediate housing needs including, but not limited to:

2.1.4.2.1.1. Immediate/Emergent due to impending homelessness.

2.1.4.2.1.2. Temporary/Bridge Housing – short term housing during activation of social security and other supportive benefits.

2.1.4.2.1.3. Long-term housing – Financial subsidies that help stand up a long-term rental opportunity to become the financial responsibility of the

consumer after a period of months established prior to placement by the Coordinator.

2.1.4.2.1.4. Review and approve the individualized plan for housing and support services, created by the consumer and the Criminal Justice Services Agent or the Family Treatment Court Coordinator, and submitted to the Coordinator within ten (10) days from the date of referral for services being received. Plans may include, but are not limited to, housing, supportive services and access to SUD, behavioral health and primary health services.

2.1.4.3. Makes reasonable efforts to ensure successful acquisition of housing services for qualified consumers within thirty (30) days of receiving the initial referral by:

2.1.4.3.1. Assessing consumer's housing preferences and housing history, when necessary;

2.1.4.3.2. Assisting consumers with identifying available housing units in consumers' communities of choice or communities approved by the consumer's Criminal Justice Services agent or Family Treatment Court Coordinator;

2.1.4.3.3. Assisting consumers and/or the Criminal Justice Services Agent or Family Treatment Court Coordinator with obtaining, completing, and submitting housing applications;

2.1.4.3.4. Working with the consumer and/or Criminal Justice Services Agent or Family Treatment Court Coordinator to facilitate paperwork needed to verify program eligibility, as appropriate;

2.1.4.3.5. Assisting the consumers and/or Criminal Justice Services Agent or Family Treatment Court Coordinator in identifying rental needs and resources for consumers including security deposits, utilities, and furniture; and

2.1.4.3.6. Remaining in regular communication with the Criminal Justice Services agent or Family Treatment Court Coordinator for the duration of services provided through this program, including, but not limited to:

2.1.4.3.6.1. Revising housing and support services plan, as necessary.

2.1.4.3.6.2. Identifying resources within the community that can assist consumers and their support team, including, but not limited to, peer support agencies; faith-based groups; transportation services; primary care services; homemaker/personal care services; legal aid; and meals-on-wheels.

2.1.4.3.6.3. Working with the consumer and support team to identify long-term, sustainable housing options and to plan for expiration of subsidy terms.

2.1.4.3.6.4. Working with the appropriate benefit eligibility staff to identify benefit eligibility restrictions and impacts based on subsidy receipt.

2.1.4.4. Administers services under the Community Housing Program, which may include, but are not limited to:

2.1.4.4.1. .

2.1.4.4.2. Being the point of contact for landlords or housing authority.

2.1.4.4.3. Ensuring timely rental payments to landlords or housing authority.

2.1.4.4.4. Ensuring consistent communication with the consumer's Criminal Justice System agent or Family Treatment Court Coordinator.

2.1.4.4.5. Obtain subcontracts with recovery houses, sober houses, landlords, rooming houses, and other housing entities to secure quick and safe housing placement.

2.1.4.4.6. Maintain communication with the Department of Corrections, Drug Court program, and Family Treatment Court program where applicable, to communicate consumers housing status and placement options.

2.1.4.5. Provides funding through this MOU for rent. Any additional essential bills require the approval of the consumer's Criminal Justice System agent or Family Treatment Court coordinator and the Coordinator's approval.

2.1.4.6. Ensures all complaints regarding the Community Housing Program are investigated by the designated Complaint Investigator for the DOC or the NHJB, as appropriate, within fifteen (15) business days of receiving the complaint, ensuring:

2.1.4.6.1. A determination is made by the Complaint Investigator as to whether the complaint is founded or unfounded and reported to the DHHS and the coordinators supervisor; and

2.1.4.6.2. All complainants' identities are kept confidential.

2.1.4.7. Submits monthly progress reports to DHHS, DOC and NHJB. The reports must summarize the results of project activities and data for the previous month and include, but not be limited to:

2.1.4.7.1. De-identified and aggregated client level data.

2.1.4.7.2. The number of participating consumers broken out by referring agency assisted during the month.

2.1.4.7.3. The number of consumers who exited the project during the month.

2.1.4.7.4. The number of consumers who attained stable housing.

2.1.4.7.5. Demographic consumer information.

2.1.4.7.6. Barriers experienced by consumers and by the program.

2.1.4.7.7. Solutions to avoiding barriers identified.

2.1.4.7.8. The complaints regarding the Community Housing Services Program as detailed in 2.1.4.6.

2.1.4.7.9. Reports must be mailed or emailed to:

NH Department of Health and Human Services
Division of Behavioral Health
Attn to: Lindy Keller
105 Pleasant St.
Concord, NH 03301
Lindy.s.keller@dhhs.nh.gov

NH Judicial Branch
Attn to: Alex Casale
Treatment Court Coordinator
1 Granite Place Suite N400
Concord, NH 03301
acasale@courts.state.nh.us

Department of Corrections
Attn to: Laurie Foster
64 South Street
Concord, NH 03301
Laurie.M.Foster@doc.nh.gov

3. RESPONSIBILITIES OF DOC

3.1. DOC agrees to:

3.1.1. Identify DOC Criminal Justice Service Agents.

3.1.2. Train Criminal Justice Service Agents on the processes for referring and supporting consumers engaged in the Community Housing Program.

3.1.3. Complete and submit referral requests to the Coordinator.

3.1.4. Collaborate with the Coordinator to support consumers' engagement and completion of the Community Housing Program.

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 NHJB shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU and shall be in accordance with the approved line items, as specified in Exhibit B-1, Budget.
3. NHJB shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. NHJB shall:
   - 3.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
   - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
   - 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.
   - 3.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
4. 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
   105 Pleasant Street
   Concord, NH 03301
5. DHHS shall make payment to the NHJB within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.
7. 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.
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.

New Hampshire Department of Health and Human Services

Contractor Name: *New Hampshire Judicial Branch*

Budget Request for: *Community Housing Services for Criminal Justice Involved Individuals*

Budget Period: *7/1/2024 - 6/30/2026*

Indirect Cost Rate (if applicable) *21.5% (salaries and wages only)*

Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	$143,848	$152,272
2. Fringe Benefits	$65,122	$68,911
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$10	$10
6. Travel	$10	$10
7. Software	$15,887	$16,675
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$10	$10
8. (c) Other - Other (specify below)	$0	$0
Other - Program Housing Costs	$694,186	$679,373
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$919,073	$917,261
Total Indirect Costs	$30,927	$32,739
Subtotals	$950,000	$950,000
	TOTAL	$1,900,000

Contractor Initials: DM

Date: 6/4/2024