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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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May 31, 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, on behalf of the Opioid Abatement Advisory Commission, 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 \$6,750,000 to assist individuals with Opioid Use Disorder, who are either re-entering the community after being incarcerated in the state correctional system, on probation, or participating in the New Hampshire Family Treatment Court Program, the New Hampshire Drug Court program or the New Hampshire Mental Health Court, with obtaining housing, with the option to renew for up to three (3) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2027. 100% Other Funds (Opioid Abatement Trust Fund).

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, 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.

05-95-92-920510-39500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, DEPT. OF HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SERVICES, OPIOID ABATEMENT TRUST FUNDS (100% OTHER FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92053950	\$1,800,000
2026	102-500731	Contracts for Prog Svc	92053950	\$2,150,000
2027	102-500731	Contracts for Prog Svc	92053950	\$2,800,000
			Total	\$6,750,000

EXPLANATION

The purpose of this request, which the Department is presenting in consultation with the Opioid Abatement Advisory Commission, is for the New Hampshire Judicial Branch (NHJB), and the New Hampshire Department of Corrections (DOC), to provide housing assistance, case management and supportive services to individuals with opioid use disorder (OUD) and any co-occurring substance use disorder/mental health (SUD/MH) issues who are either re-entering the community after incarceration in the State correctional system, are on probation, or who are participating in one of the nine (9) New Hampshire county drug court programs, Mental Health Court, or the Family Treatment Court.

Approximately 125 individuals will be served annually.

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 housing 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 opioid use disorder and mental health treatments, and other services that support their recovery.

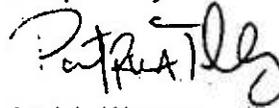
As referenced in Section 6 of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, residents of New Hampshire with OUD and any co-occurring SUD/MH issues 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, pursuant to RSA 126-A:83-86 and Emergency Rule He-C 1002.03 and He-C 1002.04 **DHHS** is responsible for:

Providing funding, on behalf of the Opioid Abatement Advisory Commission (Commission), for community housing services for court involved individuals with Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder/Mental Health (SUD/MH) issues.

Whereas, **DHHS** desires to:

Distribute funds from the Commission to the NHJB to expand the Community Housing Program for court involved individuals with OUD and any co-occurring SUD/MH issues.

Whereas, **NHJB** is responsible for:

Hiring and managing a full-time Community Housing Coordinator (Coordinator), building collection and evaluation of data, and partnering with a third-party to conduct a comprehensive and unbiased evaluation of the program.

Whereas, **NHJB** desires to:

Expand the Community Housing Program to include individuals with OUD and any co-occurring SUD/MH issues who are on probation or are participating in the New Hampshire Mental Health Court (MHC).

Whereas, **DOC** is responsible for:

Coordinating and collaborating with the NH Judicial Branch to refer eligible individuals to the NH Community Housing Program.

Whereas, **DOC** desires to:

Provide consultation to the NH Judicial Branch on any specific housing and probation considerations for individuals referred to the NH Community Housing Program.

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 **NHJB** the amount of **\$6,750,000** for the services described in the attached MOU Exhibit A – State Agency

Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from:
05-95-92-920510-39500000 Health and Social Services, Health and Human Services, Dept. of HHS. Division for Behavioral Health, Bureau of Drug and Alcohol Services, Opioid Abatement Trust Fund.

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 incorporated by reference.

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 incorporated by reference.

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.

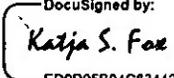
6. The Memorandum of Understanding is effective July 1, 2024 upon Governor and Executive Council approval until 6/30/2027. The Parties may extend the MOU for up to three (3) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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 shall comply with all applicable laws and regulations and shall safeguard all confidential information.
- 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:

 Signature 6/5/2024

 Date
 Director

 Title
 Katja S. Fox

 Print Name

16. *New Hampshire Judicial Branch*


 Signature June 4, 2024

 Date
 Director

 Title

Dianne Martin

Print Name

17. New Hampshire Department of Corrections

DocuSigned by:

Helen Hanks

019C93002EE042C...

Signature

6/5/2024

Date

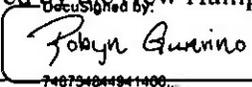
Commissioner

Title

Helen Hanks

Print Name

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

By:  On: 6/6/2024
DocuSigned by: Polyn Guerin
7467542449411400... 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 OUD and any co-occurring SUD/MH issues.
- 1.1.2. Collaborate with NHJB and DOC to obtain data and information necessary for monitoring the funding and writing any required reports.
- 1.1.3. Provide technical assistance on housing resources and reporting 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 placement for:
 - 2.1.1.1. Consumers experiencing OUD and any co-occurring SUD/MH issues;
 - 2.1.1.2. DOC consumers, who are re-entering the community after incarceration in the state correctional system;
 - 2.1.1.3. DOC consumers, who are on probation;
 - 2.1.1.4. NHJB consumers, who are participating in the New Hampshire drug court program, New Hampshire family treatment court program, or New Hampshire Mental Health Court (MHC).
- 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. Collect and evaluate data as it relates to the following program outcomes:
 - 2.1.4.1. Consumers will have increased success in their recovery trajectory.
 - 2.1.4.2. Consumers will have decreased recidivism.
 - 2.1.4.3. Consumers will maintain and achieve milestones that are essential to long-term stability, including, but not limited to:
 - 2.1.4.3.1. Safe housing.
 - 2.1.4.3.2. Employment.
 - 2.1.4.3.3. Reliable transportation.
 - 2.1.4.3.4. Access to treatment.

- 2.1.5. Partner with a third-party to conduct a comprehensive and unbiased evaluation of the program during SFY26 and SFY27.
 - 2.1.5.1. The NHJB shall continue to conduct data collection prior to receiving services and at the time consumers complete the program. NHJB shall ensure the third-party evaluation partner:
 - 2.1.5.2. Conducts data collection and evaluation at longer-term intervals after consumers complete the program. The data collection points shall include, but not be limited to:
 - 2.1.5.2.1. Current housing status.
 - 2.1.5.2.2. Employment status.
 - 2.1.5.2.3. Any further involvement with the criminal justice system.
 - 2.1.5.3. Offers consumers small incentives to compensate them for their time and increase participation.
 - 2.1.5.4. Uses data collected to measure program effectiveness and success toward identified outcomes.
- 2.1.6. Ensure the Coordinator:
 - 2.1.6.1. Accepts the 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.
 - 2.1.6.2. Works with the consumer and the consumer's support team to:
 - 2.1.6.2.1. Assess the consumer's immediate housing needs including, but not limited to:
 - 2.1.6.2.1.1. Immediate/Emergent due to impending homelessness.
 - 2.1.6.2.1.2. Temporary/Bridge Housing – short term housing during activation of social security and other supportive benefits.
 - 2.1.6.2.1.3. 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; and
 - 2.1.6.2.2. 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 behavioral health and primary health services.
 - 2.1.6.3. Makes reasonable efforts to ensure successful acquisition of housing services for qualified consumers within thirty (30) days of receiving the initial referral by:
 - 2.1.6.3.1. Assessing consumer's housing preferences and housing history, when necessary;
 - 2.1.6.3.2. 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;
- 2.1.6.3.3. Assisting consumers and/or the Criminal Justice Services Agent or Family Treatment Court Coordinator with obtaining, completing, and submitting housing applications;
- 2.1.6.3.4. 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;
- 2.1.6.3.5. 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
- 2.1.6.3.6. 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:
 - 2.1.6.3.6.1. Revising housing and support services plan, as necessary.
 - 2.1.6.3.6.2. 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; personal care services; legal assistance; and programs that address food insecurity.
 - 2.1.6.3.6.3. Working with the consumer and support team to identify long-term, sustainable housing options and to plan for expiration of subsidy terms.
 - 2.1.6.3.6.4. Working with the appropriate benefit eligibility staff to identify benefit eligibility restrictions and impacts based on subsidy receipt.
- 2.1.6.4. Administers services under the Community Housing Program, which may include, but are not limited to:
 - 2.1.6.4.1. Referring consumers to, behavioral health, and primary health care services, as appropriate.
 - 2.1.6.4.2. Being the point of contact for landlords or housing authority.
 - 2.1.6.4.3. Ensuring timely rental payments to landlords or housing authority.
 - 2.1.6.4.4. Ensuring consistent communication with the consumer's Criminal Justice System agent or Family Treatment Court Coordinator.
 - 2.1.6.4.5. Obtain subcontracts with recovery residences landlords, rooming houses, and other housing entities to secure quick and safe housing placement.

- 2.1.6.4.6. 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.
- 2.1.6.5. 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.
- 2.1.6.6. Ensures all complaints regarding the Community Housing Program, filed with the Department's Opioid Abatement Commission project lead, 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:
 - 2.1.6.6.1. A determination is made by the Complaint Investigator as to whether the complaint is founded or unfounded and reported to the DHHS and the Coordinator's supervisor; and
 - 2.1.6.6.2. All complainants' identities are kept confidential.
- 2.1.6.7. 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:
 - 2.1.6.7.1. De-identified and aggregated client level data.
 - 2.1.6.7.2. The number of participating consumers broken out by referring agency assisted during the month.
 - 2.1.6.7.3. The number of consumers who exited the project during the month.
 - 2.1.6.7.4. The number of consumers who attained stable housing.
 - 2.1.6.7.5. Demographic consumer information.
 - 2.1.6.7.6. Barriers experienced by consumers and by the program.
 - 2.1.6.7.7. Solutions to avoiding barriers identified.
 - 2.1.6.7.8. The complaints regarding the Community Housing Services Program as detailed in 2.1.4.6.
- 2.1.7. Reports shall be mailed or emailed to:

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

Attn to: Jacqueline Baker
Family Treatment Court Coordinator

1 Granite Place, Suite N400

Concord, NH 03301

jbaker@courts.state.nh.us

- 2.1.8. Program data will be shared with funders and other stakeholders at regular intervals as requested to meet all reporting requirements.

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 item, as specified in Exhibit B-1.
3. The 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 invoicesforcontract@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 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: <i>New Hampshire Judicial Branch</i>			
Budget Request for: <i>Expanded Community Housing Services for Criminal Justice Involved Individuals</i>			
Budget Period: <i>7/1/2024 - 6/30/2027</i>			
Indirect Cost Rate (if applicable): <i>21.50%</i>			
Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$98,061	\$140,853	\$147,703
2. Fringe Benefits	\$78,664	\$118,101	\$118,151
3. Consultants	\$0	\$20,000	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$3,672	\$20,000	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0
5.(e) Supplies - Office	\$1,000	\$750	\$750
6. Travel	\$2,002	\$2,872	\$2,872
7. Software	\$34,395	\$18,393	\$20,213
8.(a) Other - Marketing/Communications	\$0	\$0	\$0
8.(b) Other - Education and Training	\$1,000	\$1,000	\$1,000
8.(c) Other - Other (specify below)	\$0	\$0	\$0
Other - Program Housing Costs	\$1,560,123	\$1,819,747	\$2,477,555
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$1,778,916	\$2,119,716	\$2,788,243
Total Indirect Costs	\$21,084	\$30,284	\$31,757
Subtotals	\$1,800,000	\$2,150,000	\$2,800,000
		TOTAL	\$6,760,000.00