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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

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

February 4, 2025

Her Excellency, Governor Kelly A. Ayotte
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 **Retroactive** memorandum of understanding with New Hampshire Department of Corrections (DOC) (VC#202494), Concord, NH, in the amount of \$585,000 to provide opioid and/or stimulant use disorder case management re-entry services, with the option to renew for up to five (5) additional years, effective retroactive to September 30, 2024, upon Governor and Council approval through September 29, 2025. 100% Federal Funds.

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

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BURAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	085-588546	Inter-Agency transfers out of Federal Funds	92057066	\$85,000
2025	085-588546	Inter-Agency transfers out of Federal Funds	92057070	\$375,000
2026	085-588546	Inter-Agency transfers out of Federal Funds	92057070	\$125,000
			Total	\$585,000

EXPLANATION

This request is **Retroactive** to avoid delays or gaps that would result in reduced or loss of access and supports for individuals in need of these critical services. The Federal awarding agency notified the Department on September 24, 2024 of the availability of funding beyond the prior Memorandum of Understanding's completion date of September 29, 2024. Due to the delayed notification from the Federal awarding agency, the Department was unable to present this request to the Governor and Council before the Memorandum of Understanding expired.

The purpose of this request is for DOC to administer Medications for Opioid Use Disorder, distribute Naloxone and related instructions on administration, and provide recovery coaching and certification to and for individuals re-entering the community from any correctional facility or State-run transitional housing facility.

Approximately 500 individuals will be served, and 800 Naloxone kits will be distributed from September 30, 2024 to September 29, 2025.

DOC provides care coordination services to incarcerated individuals to achieve and sustain recovery from substance use, including opioid and/or stimulant use disorder. Individuals re-entering the community from incarceration will receive support and services necessary to succeed in the community, including education, medication, behavioral health, overdose prevention, as well as services that support continued treatment and recovery.

The Department will monitor services through the review of data reports, periodic surveys, and other data as requested by the Department.

As referenced in Section 5 of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

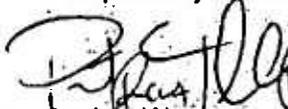
Should the Governor and Council not authorize this request, individuals re-entering the community from DOC facilities with an opioid and/or stimulant use disorder may be more likely to have a reoccurrence of substance use disorder due to the lack of re-entry supports and services, which could result in overdose, higher incarceration rates, and additional costs to the health care system.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79TI085759 and H79TI087843.

In the event that the Federal 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 Department of Corrections (DOC) [**"DOC"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, **DHHS** is responsible for:

Administering and managing the State Opioid Response Grant (SOR) under the terms and conditions for the grant as approved by SAMHSA.

Whereas, **DHHS** desires to:

Provide funding to DOC upon receipt of approved invoices, and upon DOC's compliance with the terms and conditions of this MOU.

Whereas, **DOC** is responsible for:

Distributing Narcan and training staff on its use, using FDA-approved medications for substance use disorder (MSUD), and training for DOC Residents to provide peer support services.

Whereas, **DOC** desires to:

Continue providing continuous case management for DOC Residents with opioid or stimulant use disorder.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding (MOU) 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 \$585,000 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: 100% Federal Funds, SOR, as awarded on September 24, 2024, by the Substance Abuse and Mental Health Services Administration (SAMHSA), Assistance Listing Number 93.788, FAIN H79TI087843 and H79TI085759.

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

2. **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.

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, which is 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 retroactively effective to September 30, 2024 upon Governor and Executive Council approval, and remains in effect until 9/29/2025. 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.
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

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Signature

1/22/2025

Date

Director

Title

Katja S. Fox

Print Name

15. New Hampshire Department of Corrections

DocuSigned by:

Helen Hanks

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Signature

1/21/2025

Date

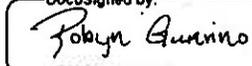
Commissioner

Title

Helen Hanks

Print Name

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

By:  On: 1/22/2025
[Name of Assistant Attorney General] Robyn Guarino 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. Administer and manage the SOR funds under the terms and conditions for the grant as approved by SAMHSA.
- 1.1.2. Provide funding to DOC upon receipt of approved invoices, and upon DOC's compliance with the terms and conditions of this MOU.
- 1.1.3. Make funds available from the SOR grant for reimbursement under this MOU in an amount as follows:
 - 1.1.3.1. A maximum amount of \$460,000 in SFY 2025 for **September 30, 2024-June 30, 2025**, in accordance with Attachment 2 Budget, which is attached hereto and incorporated by reference herein; and
 - 1.1.3.2. A maximum amount of \$125,000 in SFY 2026 for July 1, 2025-September 29, 2025, in accordance with Attachment 3 Budget, which is attached hereto and incorporated by reference herein.
- 1.1.4. Collaborate with DOC to obtain data and information necessary for monitoring the SAMHSA grant and developing and writing any required reports.
- 1.1.5. Provide technical assistance on clinical programming and reporting requirements to DOC.
- 1.1.6. Collaborate with DOC on the development, reporting, and quality improvement efforts for performance and outcome indicators.

2. RESPONSIBILITIES OF DOC

2.1. Subsection I – Narcan Distribution and Instruction

2.1.1. DOC agrees to:

- 2.1.1.1. Provide overdose prevention and response training education for DOC staff on the importance of, and providing, instructions to DOC Residents on the administration of Narcan, or its generic equivalent, naloxone.
- 2.1.1.2. Assist eligible DOC Residents, their residential companions, friends, family, and additional supports through voluntary distribution of Narcan and providing education on medication administration during re-entry care coordination.
- 2.1.1.3. Follow the referral process for distributing naloxone kits to DOC Residents as follows:
 - 2.1.1.3.1. Via coordination with DOC Reentry Care Coordinators, nursing staff or other personnel, all DOC Residents releasing from custody will be offered a Narcan kit upon release.
 - 2.1.1.3.2. Reentry Care Coordinators will provide additional support to individuals who are on field services supervision who may need additional Narcan education and/or naloxone kits.

2.1.1.3.3. The Reentry Care Coordinator will ensure that the DOC Resident receives education on and how to obtain additional kits through the Doorway, if needed.

2.1.1.3.4. DOC will ensure the distribution of Narcan to Residents is documented.

2.1.1.3.5. DOC will ensure DOC Residents understand they will not be mistreated if they accept Narcan.

2.1.1.4. Ensure:

2.1.1.4.1. 100% of DOC Residents, re-entering the community from DOC will be offered Narcan and subsequent education on administration.

2.1.1.4.2. 100% of DOC Residents receiving MSUD will be connected with a community provider and support network, including their preferred Doorway upon their release to the community.

2.2. Subsection II – MSUD Treatment Services

2.2.1. DOC agrees to:

2.2.1.1. Use FDA-approved medications, in combination with behavioral therapies when recommended, to provide a whole-patient approach to the treatment of DOC Residents with SUD.

2.2.1.2. Provide MSUD to individuals with SUD in correctional facilities as part of their treatment plan inside the institution and to prepare for re-entry into the community.

2.2.1.3. Provide training to new DOC staff and Residents in MSUD services that includes increased participation and compliance with MSUD for DOC Residents, as appropriate, to their behavioral health needs and health care needs, which must include, but is not limited to:

2.2.1.3.1. Ongoing targeted training with new DOC medical providers and appropriate clinical staff in the areas specific to treating SUD, industry standard, emerging trends and the benefits of medications; and

2.2.1.3.2. Presenting ongoing education to DOC Residents across all NH DOC facilities.

2.2.1.3.3. Identifying and addressing risks and protective factors for specialized populations.

2.2.1.3.4. Connecting DOC Residents released on MSUD with a mental health condition or medical needs with community resources to address co-occurring concerns.

2.2.1.4. Ensure that the MSUD process used by DOC is as outlined in the Policy Procedure Directive 6.08 Addiction Treatment Medication Program – Substance Use Disorders, which is attached hereto and incorporated by reference herein as Attachment 1, which includes:

2.2.1.4.1. Ensuring all DOC Residents sign a MSUD treatment agreement; and

2.2.1.4.2. Ensuring all non-compliant DOC Residents with MSUD treatment will receive additional education, counseling, and overdose prevention planning.

- 2.2.1.5. Ensure that medication is provided with a 30-day supply at release from custody for all DOC Residents leaving DOC facilities dependent on transition services and insurance coverage is established.
- 2.2.1.6. Purchase equipment and supplies as needed to better enhance MSUD medication storage, distribution, and targeted case management techniques for the purpose of reintegration.
- 2.2.1.7. Purchase equipment and technology such as telehealth booths to support reentry and community connections and collaborations.
- 2.2.1.8. Assist DOC Residents in applying for health insurance coverage.
- 2.2.1.9. Ensure:
 - 2.2.1.9.1. 100% of DOC Residents on MSUD will be referred to the Re-entry Program Coordinators for continuity of care prior to re-entry to the community.
 - 2.2.1.9.2. 80% of DOC Residents on MSUD will remain treatment adherent at 6 and 12 month intervals post-participation in MSUD induction. This will be measured by monitoring for any supervision violations associated with substance misuse or treatment non-compliance as entered by the Probation parole officer into the DOC system as a violation.
- 2.2.1.10. Collaborate with DHHS on the development, reporting, and quality improvement efforts for performance and outcome indicators.

2.3. Government Performance Results Act (GPRA)

2.3.1. DOC agrees to:

- 2.3.1.1. Use the funding provided by DHHS to hire and manage two full time Addiction Treatment Medication Specialists for the term of this MOU to oversee the administration and coordination of the GPRA requirements and plan.
- 2.3.1.2. Administer or coordinate the administration of GPRA initial interviews and associated follow-ups at six (6) months and discharge for all individuals receiving MSUD and/or participating in Recovery Coach Training supported by SOR funding.
- 2.3.1.3. Provide individuals served with clear guidance about the uses and disclosures of the information provided to complete the GPRA, and the use and disclosure of the Part 2 information or other PHI required in order to complete the GPRA. The DOC must also provide staff training regarding the confidentiality of the identifiable information included in the GPRA.
- 2.3.1.4. Provide or coordinate ongoing follow-up and support for individuals engaged in services until a discharge GPRA interview is completed. The DOC must ensure:
 - 2.3.1.4.1. Staff confirms a confidential means of communicating with each individual engaged in services to provide or coordinate ongoing follow up and support.
 - 2.3.1.4.2. Contact will be coordinated via NHDOC medical records scheduling system to include scheduling of the in-person interviews.
 - 2.3.1.4.2.1. If the first scheduling attempt is not successful, a second attempt must be made within ten (10) business day, and

- 2.3.1.4.2.2. If the second attempt is not successful, a third attempt must be made within ten (10) business days;
- 2.3.1.4.3. Each successful contact must include, but not be limited to:
 - 2.3.1.4.3.1. Inquiring on the status of each individual's recovery and experience with their service provider.
 - 2.3.1.4.3.2. Identifying needs.
 - 2.3.1.4.3.3. Assisting the individual with addressing identified needs.
 - 2.3.1.4.3.4. Providing early intervention to individuals who have resumed use;
- 2.3.1.4.4. When the follow-up identified above results in a determination that the individual is at risk of self-harm, the DOC must proceed in alignment with their crisis response policy and procedure; and
- 2.3.1.4.5. All efforts of contact are clearly documented in the individual's electronic health record, or in a format approved by the DHHS, and are available to the DHHS upon request.
- 2.3.1.5. Ensure the GPRA interviews are attempted at the following intervals:
 - 2.3.1.5.1. 30 days after confirming or initiating the need for Addiction Treatment Medication.
 - 2.3.1.5.2. Five (5) to eight (8) months post-confirmation. The window for this interview opens five (5) months after the initial interview; and
 - 2.3.1.5.3. Upon discharge from the initially referred service.
- 2.3.1.6. Ensure completed GPRA data is entered into the DHHS-approved system, at a minimum of the following intervals:
 - 2.3.1.6.1. At the time of confirmation or no later than seven (7) calendar days after the GPRA interview is conducted;
 - 2.3.1.6.2. Five (5) to eight (8) months post intake; and
 - 2.3.1.6.3. Upon discharge from the initially referred service.
- 2.3.1.7. Document any loss of contact with participants or refusal of services in the DHHS-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.
- 2.3.1.8. Ensure contingency management strategies are utilized to increase engagement in follow-up GPRA interviews.

2.4. Recovery Coaching and Training for DOC Residents

2.4.1. DOC agrees to:

- 2.4.1.1. Host a five-day recovery coach training.
- 2.4.1.2. Host a two-day suicide prevention, HIV, co-occurring, and ethics training.
- 2.4.1.3. Assist DOC Residents in completing the program and provide supervision and support from a Licensed Alcohol and Drug Counselor.
- 2.4.1.4. Provide certificates of completion to the DOC Resident along with hours of supervision and community organizations of recovery coaches.

2.4.1.5. Assist eligible DOC Residents in obtaining their Certified Recovery Support Worker ("CRSW").

2.5. Data Elements Involved:

- 2.5.1. DHHS and DOC will not be exchanging confidential data under this MOU.
- 2.5.2. DOC will provide client-level demographic non-identifiable data elements of individuals served.
 - 2.5.2.1. Data elements to be determined between DOC and DHHS during initial contract "kick off" meeting within sixty (60) days of Governor and Executive Council approval of this MOU.
 - 2.5.2.2. DOC shall submit monthly reports on the data by the fifteenth (15th) working day of the following month in a manner and format determined by DHHS.
- 2.5.3. DOC shall be required to prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by DHHS and/or SAMHSA.
- 2.5.4. DOC shall coordinate via the Addiction Treatment Medication Specialists with the Doorways for re-entry care coordination and any outstanding GPRA data collection for follow up and discharge. DOC will continue to ensure that residents are referred to their preferred Doorways upon release to the community.
 - 2.5.4.1. DOC shall submit a detailed plan within thirty (30) days of Governor and Executive Council approval of this MOU for ensuring GPRA completion for all residents receiving MSUD or recovery coaching and training as outlined in this MOU.
 - 2.5.4.2. The Addiction Treatment Medication Specialists shall provide Doorway connection information to DHHS.
- 2.5.5. DOC shall collaborate with DHHS other SOR funded vendors as requested by DHHS, to improve GPRA collection.

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 New Hampshire Department of Corrections 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 Attachment 2 Budget and Attachment 3 Budget.
3. The DOC shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The DOC 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 invoicesforcontracts@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 DOC 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.

Attachment 2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Department of Corrections
Budget Request for:	State Targeted Response to the Opioid Crisis Grant Projects
Budget Period	September 29, 2024 - June 30, 2025
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$101,283
2. Fringe Benefits	\$73,717
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$86,900
5.(a) Supplies - Educational	\$500
5.(b) Supplies - Lab	\$1,000
5.(c) Supplies - Pharmacy	\$255,650
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$3,750
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$11,575
8. (c) Other - Other (specify below)	\$0
Other (Laptops, Monitors)	\$3,500
Other (Software)	\$500
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$460,000
Total Indirect Costs	\$0
TOTAL	\$460,000

Contractor Initials: DS
HH
 Date: 1/21/2025

Attachment 3 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Department of Corrections
Budget Request for:	State Targeted Response to the Opioid Crisis Grant Projects
Budget Period	July 1, 2025 - September 29, 2025
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$43,407
2. Fringe Benefits	\$31,593
3. Consultants	\$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
5.(a) Supplies - Educational	\$250
5.(b) Supplies - Lab	\$250
5.(c) Supplies - Pharmacy	\$48,250
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$1,250
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$125,000
Total Indirect Costs	\$0
TOTAL	\$125,000

Contractor Initials: DS
HH