



Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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

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March 24, 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 memorandum of understanding with the New Hampshire Department of Education (VC#200915-B001), Concord, NH, in the amount of \$521,420 in order to provide technical assistance and support to New Hampshire school districts for the implementation of a Multi-Tiered System of Supports for Behavioral Health and Wellness, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through September 29, 2026. 100% Federal Funds (State Opioid Response Grants).

Funds are available in the following accounts 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.

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

| State Fiscal Year | Class / Account | Class Title                      | Job Number | Total Amount |
|-------------------|-----------------|----------------------------------|------------|--------------|
| 2025              | 085-588556      | Interagency Transfers out of Fed | 92057070   | \$5,000.00   |
| 2026              | 085-588556      | Interagency Transfers out of Fed | 92057070   | \$111,250.00 |
| 2026              | 085-588556      | Interagency Transfers out of Fed | TBD        | \$355,170.00 |
| 2027              | 085-588556      | Interagency Transfers out of Fed | TBD        | \$50,000.00  |

|  |  |  |                 |                     |
|--|--|--|-----------------|---------------------|
|  |  |  | <b>Subtotal</b> | <b>\$521,420.00</b> |
|--|--|--|-----------------|---------------------|

**EXPLANATION**

The purpose of this request is to support New Hampshire schools and districts to support and build system capacity for implementing a Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B). NH MTSS-B is a prevention framework that works to improve behavioral outcomes and learning conditions for students and to decrease risk factors for substance misuse and other risky behaviors.

The New Hampshire Department of Education (NHED), using funds from State Opioid Response Grants, will provide technical assistance and support to schools and districts to expand implementation of the MTSS-B framework by maintaining and expanding the MTSS-B toolkit, offering training and coaching to schools and districts, and making funds available to local education agencies to implement prevention strategies. Utilizing local data, such as discipline referrals, behavior response strategies, and student absences, NHED will work with schools and districts to identify areas for improvement and select appropriate interventions in response.

The Department of Health and Human Services (DHHS) will monitor mid-term and final reports provided by the NHED to ensure program progress and positive outcomes.

As referenced in Section 5 of the attached Memorandum of Understanding, 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.

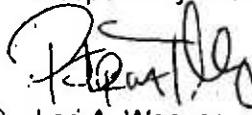
Should the Governor and Council not authorize this request, DHHS will not have the required support to successfully implement, maintain, and improve programs to reduce the risk of youth substance misuse.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.788, FAIN #H79T1087843

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

Respectfully submitted,

  
f 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 Education [**"NHED"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to, RSA 12-J: 3, **DHHS** is responsible for:  
Providing funding to support school districts' access to K-12 substance-misuse prevention strategies and intervention and social-emotional learning practices statewide.

Whereas, **DHHS** desires to:

Use the funding provided by DHHS from the State Opioid Response Fund to support New Hampshire schools and districts to build system capacity for implementing a Multi-Tiered System of Supports for Behavioral Health (MTSS-B) through the MTSS-B Technical Assistance Center.

Whereas, pursuant RSA 135-F:5, **NHED** is responsible for:

The development of a multi-tiered system of supports for New Hampshire schools and support for school districts implementing MTSS-B through technical assistance and professional development, including the use of external consultation training and coaching services.

Whereas, **NHED** desires to:

Improve access to technical assistance and support for the implementation of MTSS-B for all NH schools and districts to improve behavioral outcomes and learning conditions to decrease risk factors for substance misuse and other unhealthy behaviors.

**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 **NHED** the amount of \$521,420 for the services



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

Payment shall be provided from one Federal Funding Block Grant, awarded by SAMSHA on September 24th, 2024 under Federal Award Projects Substance Abuse Prevention & Treatment Block Grant, Assistance List # 93.788, FAIN #H79TI087843.



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

2. The **NHED** agrees to:



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

Contractor Initials: FE

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective upon Governor and Executive Council approval, until 9/29/2026. 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.
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.

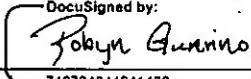
14. New Hampshire Department of Health and Human Services

DocuSigned by:  
Katja S. Fox 3/24/2025  
ED0005904C83442  
Signature Date  
Director  
Title  
katja s. Fox  
Print Name

15. New Hampshire Department of Education

Frank Edelblut 03/21/25  
Signature Date  
Commissioner of Education  
Title  
Frank Edelblut  
Print Name

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

By:  On: 3/25/2025  
[Name of Assistant Attorney General] 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 State Opioid Response Fund to NHED to support NH school districts with exploring or expanding the Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) through the MTSS-B Technical Assistance Center.

**2. RESPONSIBILITIES OF NHED**

2.1. NHED agrees to:

- 2.1.1 Use the funding provided by DHHS from the State Opioid Response Fund to support New Hampshire schools and districts to build system capacity for implementing a Multi-Tiered System of Supports for Behavioral Health (MTSS-B) through the MTSS-B Technical Assistance Center.

- 2.1.2. Make funds available to a minimum of eight (8) schools and districts through an application process for tiered prevention strategy implementation within the MTSS-B framework.

- 2.1.3. Maintain highly effective, well-trained MTSS-B coaches to support schools and districts with each implementation phase. Coaches will, at a minimum:

- 2.1.3.1. Offer training, coaching, and technical assistance to schools and districts to support MTSS-B exploration, district-level, and school-level implementation phases.

- 2.1.3.2. Assist schools and districts in the steps of each implementation phase, which include:

- 2.1.3.2.1. Mobilizing people into MTSS-B teams;

- 2.1.3.2.2. Using aggregate district, school and community data;

- 2.1.3.2.3. Making a comprehensive MTSS-B action plan;

- 2.1.3.2.4. Implementing tiered prevention strategies that align with identified needs, including:

- 2.1.3.2.4.1. A school wide system of universal behavioral practices for all students;

- 2.1.3.2.4.2. A targeted system of practices for youth who need additional support; and

- 2.1.3.2.4.3. A tertiary system of intensive and individualized interventions for students with the greatest behavioral needs.

- 2.1.3.2.5. Monitoring progress for fidelity to selected strategies and the framework, and to ensure positive outcomes for students.

Contractor Initials: FE

- 2.1.4. Subcontract for the maintenance of NH MTSS-B Technical Assistance Center toolkit and website to encourage statewide use of MTSS-B, per RSA 135-F. For the Technical Assistance Center toolkit and website, the subcontractor will provide, at a minimum:
  - 2.1.4.1. General website management and updates;
  - 2.1.4.2. Content design for the MTSS-B toolkit;
  - 2.1.4.3. Updates and toolkit additions to the website;
  - 2.1.4.4. Project management and client meetings; and
  - 2.1.4.5. Analytics, reporting, and use engagement.
- 2.1.5. Subcontract for progress monitoring of statewide MTSS-B technical assistance efforts and the development of a plan for full support and participation of NHED in the establishment and maintenance of a system of care, as outlined in RSA 135-F:5.
- 2.1.6. Provide mid-term and final reports, as well as monthly status updates, on the progress of the use of funds to DHHS. Data provided in these summaries must be aggregated and not include any personally identifiable information or other confidential information and must analyze the following anticipated outcomes:
  - 2.1.6.1. The number of schools and districts that have engaged in each step of the MTSS-B implementation phases, as specified in Section 2.1.3.2., and their completion of associated implementation tasks;
  - 2.1.6.2. The number of and types of tiered prevention strategies implemented;
  - 2.1.6.3. Fidelity to best practices in MTSS-B implementation, as measured through MTSS-B fidelity tools;
  - 2.1.6.4. Number of staff receiving MTSS-B coaching, training, and technical assistance evaluation data; and
  - 2.1.6.5. NH MTSS-B Technical Assistance Center website engagement and usage.

*The remainder of this page has intentionally been left blank.*

**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 NHED shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A, and shall not exceed the parameters established in Exhibits B-1, Budget through B-4, Budget.
2. NHED shall take appropriate steps to accept and expend the funds provided within the project period. NHED agrees to submit quarterly invoices to DHHS for costs incurred.
3. NHED shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the first month of the following quarter. NHED 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 in accordance with the approved line items, as specified in Exhibits B-1, Budget through B-4, Budget.
  - 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](mailto:invoicesforcontracts@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 NHED 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 is 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, and may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Exhibit B-1, Budget

| New Hampshire Department of Health and Human Services   |                               |
|---|-------------------------------|
| <b>Contractor Name:</b> NH Department of Education  |                               |
| <b>Budget Request for:</b> State Opioid Response Funds - SAMHSA   |                               |
| <b>Budget Period:</b> FY25 - April 1 - June 30  |                               |
| <b>Indirect Cost Rate (if applicable):</b> 0  |                               |
| Line Item   | Program Cost - Funded by DHHS |
| 1. Salary & Wages   | \$0                           |
| 2. Fringe Benefits  | \$0                           |
| 3. Consultants  | \$0                           |
| 4. Equipment<br>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  | \$0                           |
| 5.(b) Supplies - Lab  | \$0                           |
| 5.(c) Supplies - Pharmacy   | \$0                           |
| 5.(d) Supplies - Medical  | \$0                           |
| 5.(e) Supplies Office   | \$0                           |
| 6. Travel   | \$0                           |
| 7. Software   | \$0                           |
| 8. (a) Other - Marketing/ Communications  | \$0                           |
| 8. (b) Other - Education and Training   | \$0                           |
| 8. (c) Other - Audit Fund Set Aside   | \$5                           |
| Other (please specify)  | \$0                           |
| 9. Subrecipient Contracts   | \$4,995                       |
| <b>Total Direct Costs</b>   | <b>\$5,000</b>                |
| <b>Total Indirect Costs</b>   | <b>\$0</b>                    |
| <b>TOTAL</b>  | <b>\$5,000</b>                |

Contractor Initials: FE

Exhibit B-2, Budget

| New Hampshire Department of Health and Human Services   |  |
|---|--|
| <b>Contractor Name:</b>   | NH Department of Education               |
| <b>Budget Request for:</b>  | State Opioid Response Funds - SAMHSA     |
| <b>Budget Period</b>  | FY26 - July 1, 2025 - September 30, 2025 |
| <b>Indirect Cost Rate (if applicable)</b>   | 0.30%                                    |
|   |  |
| Line Item   | Program Cost - Funded by DHHS            |
| 1. Salary & Wages   | \$0                                      |
| 2. Fringe Benefits  | \$0                                      |
| 3. Consultants  | \$0                                      |
| 4. Equipment<br>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  | \$500                                    |
| 5.(b) Supplies - Lab  | \$0                                      |
| 5.(c) Supplies - Pharmacy   | \$0                                      |
| 5.(d) Supplies - Medical  | \$0                                      |
| 5.(e) Supplies Office   | \$2,500                                  |
| 6. Travel   | \$1,000                                  |
| 7. Software   | \$200                                    |
| 8. (a) Other - Marketing/ Communications  | \$0                                      |
| 8. (b) Other - Education and Training   | \$1,000                                  |
| 8. (c) Other - Audit fund set-aside   | \$112                                    |
| Other (please specify)  | \$0                                      |
| Other (please specify)  | \$0                                      |
| 9. Subrecipient Contracts   | \$105,633                                |
| <b>Total Direct Costs</b>   | <b>\$110,945</b>                         |
|   |  |
| <b>Total Indirect Costs</b>   | <b>\$305</b>                             |
|   |  |
| <b>TOTAL</b>  | <b>\$111,250</b>                         |

Contractor Initials: FE

Exhibit B-3, Budget

| New Hampshire Department of Health and Human Services   |   |
|---|---|
| <b>Contractor Name:</b>   | NH Department of Education              |
| <b>Budget Request for:</b>  | State Opioid Response Funds - SAMHSA    |
| <b>Budget Period</b>  | FY26 - October 1, 2025 to June 30, 2026 |
| <b>Indirect Cost Rate (if applicable)</b>   | 0.64%                                   |
|   |   |
| Line Item   | Program Cost - Funded by DHHS           |
| 1. Salary & Wages   | \$0                                     |
| 2. Fringe Benefits  | \$0                                     |
| 3. Consultants  | \$0                                     |
| 4. Equipment<br>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  | \$1,500                                 |
| 5.(b) Supplies - Lab  | \$0                                     |
| 5.(c) Supplies - Pharmacy   | \$0                                     |
| 5.(d) Supplies - Medical  | \$0                                     |
| 5.(e) Supplies Office   | \$5,000                                 |
| 6. Travel   | \$8,000                                 |
| 7. Software   | \$600                                   |
| 8. (a) Other - Marketing/ Communications  | \$0                                     |
| 8. (b) Other - Education and Training   | \$2,500                                 |
| 8. (c) Other - Audit Fund Set-Aside   | \$356                                   |
| Other (please specify)  | \$0                                     |
| 9. Subrecipient Contracts   | \$336,177                               |
| <b>Total Direct Costs</b>   | <b>\$354,133</b>                        |
|   |   |
| <b>Total Indirect Costs</b>   | <b>\$1,037</b>                          |
|   |   |
| <b>TOTAL</b>  | <b>\$355,170</b>                        |

Contractor Initials: FE

Exhibit B-4 Budget

| New Hampshire Department of Health and Human Services   |  |
|---|--|
| <b>Contractor Name:</b>   | NH Department of Education               |
| <b>Budget Request for:</b>  | State Opioid Response Funds - SAMHSA     |
| <b>Budget Period</b>  | FY27 - July 1, 2026 - September 30, 2026 |
| <b>Indirect Cost Rate (if applicable)</b>   | 0.68%                                    |
|   |  |
| Line Item   | Program Cost - Funded by DHHS            |
| 1. Salary & Wages   | \$0                                      |
| 2. Fringe Benefits  | \$0                                      |
| 3. Consultants  | \$0                                      |
| 4. Equipment<br>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  | \$500                                    |
| 5.(b) Supplies - Lab  | \$0                                      |
| 5.(c) Supplies - Pharmacy   | \$0                                      |
| 5.(d) Supplies - Medical  | \$0                                      |
| 5.(e) Supplies Office   | \$2,500                                  |
| 6. Travel   | \$1,500                                  |
| 7. Software   | \$200                                    |
| 8. (a) Other - Marketing/ Communications  | \$0                                      |
| 8. (b) Other - Education and Training   | \$1,000                                  |
| 8. (c) Other - Audit Fund Set Aside   | \$50                                     |
| Other (please specify)  | \$0                                      |
| 9. Subrecipient Contracts   | \$43,914                                 |
| <b>Total Direct Costs</b>   | <b>\$49,664</b>                          |
|   |  |
| <b>Total Indirect Costs</b>   | <b>\$336</b>                             |
|   |  |
| <b>TOTAL</b>  | <b>\$50,000</b>                          |

Contractor Initials: FE