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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

October 9, 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 Safety (VC #177878), Concord, NH, in the amount of \$3,500,000 to make funds available from the Opioid Abatement Trust Fund to the Department of Safety for overtime costs for county and local law enforcement officers conducting law enforcement activities related to the Substance Abuse Enforcement Program, effective 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 Years 2026 and 2027, 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 SVCS, DEPT OF HHS: BEHAVIORAL HEALTH DIV OF, BUREAU OF DRUG AND ALCOHOL SERVICES, OPIOID ABATEMENT TRUST FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	049-584923	Transfer To Other State Age	TBD	\$1,800,000
2027	049-584923	Transfer To Other State Age	TBD	\$1,700,000
			Total	\$3,500,000

EXPLANATION

The purpose of this request is for the Department of Health and Human Services (DHHS) to provide funding from the Opioid Abatement Trust Fund, established under RSA 126-A:83, to the Department of Safety (DOS) pursuant to 2025 Chapter Law 141:27, to cover overtime costs for county and local law enforcement officers in Coos, Grafton, Carroll, and Sullivan counties for carrying out law enforcement activities related to the Substance Abuse Enforcement Program established under RSA 21-P:66, which aims to prevent or reduce overdose deaths and other opioid-related harms.

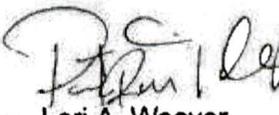
Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

DOS, in turn, will reimburse county and local law enforcement agencies in Coos, Grafton, Carroll, and Sullivan counties for overtime costs incurred for law enforcement activities related to the Substance Abuse Enforcement Program established under RSA 21-P:66. DOS will submit invoices and supporting documentation to DHHS for reimbursement. DHHS will review invoices and supporting documentation and reimburse DOS for expenses allowed under 2025 Chapter Law 141:27.

Should the Governor and Council not authorize this request, DHHS will be non-compliant with 2025 Chapter Law 141:27, which requires DHHS to provide funding from the Opioid Abatement Trust Fund to DOS for this purpose.

Areas served: Coos, Grafton, Carroll, and Sullivan counties.

Respectfully submitted,


for 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 Safety _____ [**"DOS"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 126-A:84, **DHHS** is responsible for:
Administering the Opioid Abatement Trust Fund established under RSA 126-A:83.

Whereas, **DHHS** desires to:
Provide funding to DOS upon receipt of approved invoices and supporting documentation, and upon DOS's compliance with the terms and conditions of this MOU.

Whereas, pursuant to RSA 21-P:66 and 2025 Chapter Law 141:27, **DOS** is responsible for:
Establishing a substance abuse enforcement program and providing funds to cover overtime costs for law enforcement officers participating in the substance abuse enforcement program. The funding may support officers in Coos, Grafton, Carroll, and Sullivan counties in carrying out law enforcement activities related to the program, which aims to prevent or reduce overdose deaths and other opioid-related harms.

Whereas, **DOS** desires to:
Distribute funds to participating partners throughout the State to cover overtime costs as specified in RSA 21-P:66 and 2025 Chapter Law 141:27 as well as support officers in Coos, Grafton, Carroll, and Sullivan counties in carrying out law enforcement activities related to the program.

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 **DOS** the amount of \$3,500,000 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: ***Opioid Abatement Trust Fund***

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

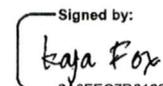
2. DOS agrees to:

- 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, 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 through 6/30/2027.
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

Signed by:

2X0FEC7D61884F3...

Signature

11/13/2025

Date

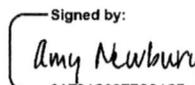
Director

Title

Katja Fox

Print Name

15. New Hampshire Department of Safety

Signed by:

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Signature

11/12/2025

Date

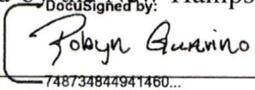
Director of Administration, Department of Safety

Title

Amy Newbury

Print Name

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

By:  Attorney Robyn Guarino . On: 12/3/2025
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. Make funds available from the Opioid Abatement Trust Fund for reimbursement under this MOU in an amount not to exceed \$3,500,000 for the biennium ending June 30, 2027.
- 1.1.2. Receive and review invoices and supporting documentation provided by DOS in accordance with Exhibit B – Payment Terms.
- 1.1.3. Provide funding to DOS upon receipt of approved invoices, and upon DOS's compliance with the terms and conditions of this MOU.

2. RESPONSIBILITIES OF DOS

2.1. DOS agrees to:

- 2.1.1. Establish, per RSA 21-P:66, a substance abuse enforcement program.
- 2.1.2. Collect reimbursement requests for overtime costs for participating county and local law enforcement officers throughout the State and collect reimbursement requests in Coos, Grafton, Carroll, and Sullivan counties, for conducting law enforcement activities related to the substance abuse enforcement program created by DOS.
- 2.1.3. Collect supporting documentation for reimbursement requests, as specified in Exhibit B, Payment Terms, Subsection 3.3.
- 2.1.4. Provide funds for 1) overtime costs for officers performing law enforcement activities under this program and/or 2) for law enforcement agencies in Coos, Grafton, Carroll, and Sullivan counties, costs for hiring additional officers carrying out law enforcement activities aimed at preventing or reducing overdose deaths and other opioid related harms.
- 2.1.5. Submit invoices and supporting documentation to DHHS in accordance with Exhibit B – Payment Terms, for 1) overtime costs for officers performing law enforcement activities under this program and/or 2) for law enforcement agencies in Coos, Grafton, Carroll, and Sullivan counties, costs for hiring additional officers carrying out law enforcement activities aimed at preventing or reducing overdose deaths and other opioid related harms.

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 DOS 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 Attachment 1 and Attachment 2.
3. DOS shall submit an invoice and supporting documents to DHHS no later than the thirtieth (30th) day of the following month. DOS 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 authorized expenses that may include, but is not limited to, Overtime Payroll Reimbursement Forms and Patrol Activity Reports in support of submitted local law enforcement agency invoices, documentation of new hires, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable; and
 - 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 DOS 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. 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 1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Department of Safety
Budget Request for:	Substance Abuse Enforcement Program
Budget Period	Upon G&C Approval - 6/30/26
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1.(a) Salary & Wages	\$100,000
2. Fringe Benefits	\$32,610
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	\$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 - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$1,667,390
Total Direct Costs	\$1,800,000
Total Indirect Costs	\$0
TOTAL	\$1,800,000

Contractor Initials: Initial
AN

Attachment 2 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	New Hampshire Department of Safety
Budget Request for:	Substance Abuse Enforcement Program
Budget Period	7/1/26 - 6/30/27
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1.(a) Salary & Wages	\$100,000
2. Fringe Benefits	\$32,610
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	\$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 - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$1,567,390
Total Direct Costs	\$1,700,000
Total Indirect Costs	\$0
TOTAL	\$1,700,000

Contractor Initials: Initial
AN

Date: 11/12/2025