

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 21, 2026

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 amend an existing Memorandum of Understanding (MOU) with the New Hampshire Judicial Branch (VC #177872-B0001), Concord, NH; and the New Hampshire Department of Corrections (VC #177896-B0001), Concord, NH, to continue providing Community Housing Services for individuals involved with the Criminal Justice system, by exercising a contract renewal option by increasing the price limitation by \$1,200,000 from \$1,900,000 to \$3,100,000 and extending the completion date from June 30, 2026 to June 30, 2027, effective July 1, 2026, upon Governor and Council approval. 79.17% General Funds and 20.83% Federal Funds (State Opioid Response Grant).

The original MOU was approved by Governor and Council on June 26, 2024, item #46.

Funds are available in the following accounts for State Fiscal Year 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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR'S COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	92058501	\$950,000	\$0	\$950,000
2026	049-584910	Contracts for Prog Svc	92058501	\$950,000	\$0	\$950,000
2027	049-584910	Contracts for Prog Svc	92058515	\$0	\$950,000	\$950,000
			Subtotal	\$1,900,000	\$950,000	\$2,850,000

**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
 (100% FEDERAL FUNDS)**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	(Decreased) Amount	Revised Budget
2027	085-5885 TBD	Contracts for	92057078	\$0	\$250,000	\$250,000
			Subtotal	\$0	\$250,000	\$250,000
			Total	\$1,900,000	\$1,200,000	\$3,100,000

EXPLANATION

The purpose of this request is to exercise an available renewal option for the New Hampshire Judicial Branch (NHJB) and the New Hampshire Department of Corrections (DOC) to continue to provide financial assistance for housing costs, case management, and supportive services; as directed by the Governor’s Commission on Addiction, Treatment, and Prevention, to individuals with substance use disorders (SUD), and co-occurring substance use disorder/mental health (SUD/MH) disorders 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. Additionally, individuals 18-24 years of age will be prioritized to ensure their distinct needs, and the specific barriers they encounter in maintaining and increasing recovery capital, are appropriately addressed.

Approximately 170 to 200 individuals will continue to be served through June 30, 2027.

Through this request, NHJB will continue implementing the Community Housing Program, which provides access to financial assistance, case management, and supportive services that help participants obtain housing. NHJB will also continue to provide a dedicated coordinator to help participants secure and maintain housing and ensure they are referred to appropriate services, when needed, and other recovery supportive services. The DOC will continue making referrals to the program and supporting participants’ engagement and successful completion of the program.

DHHS will continue to monitor services and progress related to performance measures through review and assessment of monthly reports submitted by NHJB and DOC.

As referenced in Section 6 of the original MOU, 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. DHHS is exercising its option to renew services for one (1) year of the five (5) years available.

Should the Governor and Council not authorize this request, residents of New Hampshire with SUD and co-occurring SUD/MH who are engaged with judicial or correctional agencies may not have access to stable housing to support their recovery, which may increase their risk of a return to use and the vulnerability to overdose, which could lead to recidivism or possible risk of fatality.

Area served: Statewide.

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

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Community Housing Services for Criminal Justice Involved Individuals Memorandum of Understanding (“MOU”) is by and between the State of New Hampshire, Department of Health and Human Services (“DHHS”) and the New Hampshire Judicial Branch (“NHJB”) and the New Hampshire Department of Corrections (“DOC”) (referred to as “Parties”).

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on June 26, 2024, (Item #46), the Parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to Form MOU 1, Interagency Memorandum of Understanding, Section 7, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

- 1. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *DHHS* is responsible for:, to read:

Providing funding, on behalf of the Governor’s Commission on Addiction, Treatment, and Prevention (Commission) for community housing services for court involved individuals with Substance Use Disorder (SUD) and co-occurring Substance Use Disorder/Mental Health (SUD/MH) disorders.

- 2. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *DHHS* desires to:, to read:

Distribute funds from the Commission to the NHJB to assist court involved individuals with SUD and co-occurring SUD/MH disorders to obtain temporary housing, and to facilitate interagency collaboration to support the Community Housing Program.

- 3. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *NHJB* is responsible for:, to read:

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

- 4. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *NHJB* desires to:, to read:

Operate and expand the Community Housing Program to assist court involved individuals, including individuals with SUD and co-occurring SUD/MH disorders who are on probation or are participating in the New Hampshire Mental Health Court (MHC) obtain temporary housing.

- 5. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *DOC* is responsible for:, to read:

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

- 6. Modify Form MOU 1, Interagency Memorandum of Understanding, Whereas, *DOC* desires to:, to read:

Support the Community Housing Program to assist court involved individuals with SUD and co-occurring SUD/MH disorders obtain temporary housing.

- 7. Modify Form MOU 1, Interagency Memorandum of Understanding, Section 1., Part A only, to read:

- 1. DHHS agrees to:

Initial


- A. Pay **NHJB** the amount of **\$3,100,000** for the services described in the attached MOU Exhibit A, State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from:

- 8.06% Federal Funds (State Opioid Response);
- 30.65% General Funds; and
- 61.29% Other Funds.

8. Modify Form MOU 1, Interagency Memorandum of Understanding, Section 6, to read:

6. The Memorandum of Understanding is effective July 1, 2024, upon Governor and Executive Council approval through June 30, 2027. The Parties may extend the MOU for up to four (4) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

9. Modify Exhibit A, State Agency Responsibilities, Section 2.1.1., to read:

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

2.1.1.1. For individuals who are re-entering or have re-entered the community after incarceration in the state correctional system; or

2.1.1.2. For individuals who are participating in the New Hampshire Drug Court program, New Hampshire Mental Health Court program, or New Hampshire Family Treatment Court program; and to:

2.1.1.3. Expand access to recovery housing for young adults 18-24 years of age;

2.1.1.4. Provide dedicated care coordinators to assist in navigating various service sectors; and;

2.1.1.5. Provide recovery support services including recovery coaching, vocational training, employment support, transportation, childcare, and other recovery supports.

2.1.1.6. Utilize SAMHSA Unified Performance Reporting Tool (SUPRT), or other reporting tool as identified and required by SAMHSA

2.1.1.6.1. Administer or coordinate the completion of SUPRT A and C baseline tool entries and associated re-assessments at six (6) months, one (1) year, and at discharge; for all individuals receiving program services.

2.1.1.6.2. If administering, provide individuals served with clear guidance on the uses and disclosures of the information provided to complete the SUPRT, the tools required to complete the SUPRT-C, and the use and disclosure of the Part 2 information or other PHI required in order to complete the SUPRT. NHJB must also provide staff training regarding the confidentiality of the identifiable information included in the SUPRT.

2.1.1.6.3. Ensure the SUPRT reporting tools are attempted at a minimum of the following intervals:

2.1.1.6.3.1. Baseline: Within 30 days of initial grant-covered service;

2.1.1.6.3.2. Six (6) Month Re-assessment: Six (6) months post baseline. The window for this tool entry opens five (5) months after the baseline tool entry and closes seven (7) months after the baseline for individuals still receiving services;

2.1.1.6.3.3. Annual Re-Assessment: One (1) year post baseline. The window for this tool entry opens eleven (11) months after

the baseline tool entry and closes thirteen (13) months after the baseline for individuals still receiving services; and;

2.1.1.6.3.4. Closeout: Upon discharge from the initially referred service.

2.1.1.6.4. Ensure completed SUPRT data is entered into the Department-approved system at a minimum of the following intervals:

2.1.1.6.4.1. Baseline: Within thirty (30) days of initial grant-covered service;

2.1.1.6.4.2. Six (6) Month Re-assessment: Six (6) months post baseline. The window for this tool entry opens five (5) months after the baseline tool entry and closes seven (7) months after the baseline for individuals still receiving services;

2.1.1.6.4.3. Annual Re-Assessment: One (1) year post baseline. The window for this tool entry opens eleven (11) months after the baseline tool entry and closes thirteen (13) months after the baseline for individuals still receiving services; and;

2.1.1.6.4.4. Closeout: Upon discharge from the initially referred service. NHJB must document any loss of contact with participants in the Department-approved system using the appropriate process and protocols as defined by SAMHSA and through technical assistance provided under the SOR grant.

10. Modify Exhibit B, Payment Terms, Section 2, to read:

2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU and shall be in accordance with the approved line items, as specified in Exhibit B-1, Budget, Amendment #1 through Exhibit B-2, Budget, Amendment #1.

11. Modify Exhibit B, Payment Terms, Section 3, to read:

3. NHJB shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. NHJB shall ensure each invoice:

3.1. Includes the Agency’s Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

3.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

3.3. Identifies and requests payment in accordance with Section 2, above.

3.4. Includes supporting documentation with each invoice, labeled by budgeted line item with each invoice including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

3.5. Ensure the invoice, and supporting documentation, is completed, dated, and returned to DHHS to initiate payment.

12. Modify Exhibit B, Payment Terms, Section 4., to read:

4. All invoices with supporting documentation may be assigned an electronic signature and emailed to: invoicesforcontracts@dhhs.nh.gov, or mailed to:

Initial


Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

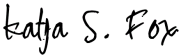
13. Modify Exhibit B-1, Budget, by replacing it in its entirety with Exhibit B-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
14. Add Exhibit B-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2026, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/26/2026
Date

DocuSigned by:

2A0FEC7D01884F3...
Name: Katja S. Fox
Title: Director

New Hampshire Judicial Branch


5/22/2026
Date

Signed by:

C709B16FBFD641A...
Name: Hon. Christopher Keating
Title: State Court Administrator

New Hampshire Department of Corrections

5/22/2026
Date

Signed by:

36B4B59A29304D9...
Name: William R. Hart
Title: Commissioner

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/26/2026

Date

DocuSigned by:
Robyn Guarino
748734844044460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1, Budget, Amendment #1

New Hampshire Department of Health and Human Services

Contractor Name: *New Hampshire Judicial Branch*

Community Housing Services for Criminal Justice

Budget Request for: *Involved Individuals*

Budget Period: *7/1/2024 - 6/30/2027*

Indirect Cost Rate (if applicable) *3.61%*

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	\$143,848	\$152,272	\$150,000
2. Fringe Benefits	\$65,122	\$68,911	\$79,600
3. Consultants	\$0	\$0	\$38,812
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0	\$3,000
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	\$10	\$10	\$100
6. Travel	\$10	\$10	\$3,250
7. Software	\$15,887	\$16,675	\$12,750
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$10	\$10	\$1,000
8. (c) Other - Other (specify below)	\$0	\$0	\$0
<i>Other - Program Housing Costs</i>	\$694,186	\$679,373	\$625,788
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
Total Direct Costs	\$919,073	\$917,261	\$914,300
Total Indirect Costs	\$30,927	\$32,739	\$35,700
Subtotals	\$950,000	\$950,000	\$950,000
GRAND TOTAL			\$2,850,000

Contractor Initials: 

New Hampshire Department of Health and Human Services

Contractor Name: *New Hampshire Judicial Branch*

Community Housing Services for

Budget Request for: *Criminal Justice Involved Individuals*

Budget Period: *7/1/2026-9/29/2026*

Indirect Cost Rate (if applicable) *0.83%*

Line Item	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$8,598
2. Fringe Benefits	\$6,653
3. Consultants	\$3,000
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	\$3,000
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
<i>Other - Program Housing Costs</i>	\$122,703
<i>Participants support</i>	\$0
<i>Participants support</i>	\$4,000
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$100,000
Total Direct Costs	\$247,954
Total Indirect Costs	\$2,046
Total	\$250,000

Contractor Initials: Initial
HCK

Date: 5/22/2026