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

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

July 7, 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 enter into a Memorandum of Understanding (MOU) with the New Hampshire Judicial Branch (VC# 177872), Concord, NH, in the amount of $1,050,000 to increase the capacity of Family Treatment Court to ensure early access to family-centered treatment for families impacted by substance use disorder (SUD) and involved with the Division for Children, Youth and Families (DCYF); and enhance Mental Health Court services statewide, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 29, 2027. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, 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
2027	085-588510	Inter-Agency transfers out of Federal Funds	92057072	$50,000
2027	085-588510	Inter-Agency transfers out of Federal Funds	TBD	$750,000

2028	085-588510	Welfare Assistance	TBD	$250,000
			Total	**$1,050,000**

EXPLANATION

The purpose of this MOU is to expand the Family Treatment Court program, which is currently implemented in Sullivan County, to two additional counties to ensure families across New Hampshire impacted by SUD and involved with DCYF have timely access to high-quality, appropriate treatment to strengthen recovery and reunification of families. The FTCs will provide early intervention for families involved in DCYF cases where SUD impacts one or more parents. The objective of the FTC Program is to strengthen families by providing structured, court-supervised support for parents working toward recovery and reunification. Additionally, the expansion will work in tandem with the Mental Health Court (MHC) expansion efforts to better serve individuals with co-occurring mental health and SUD. This integrated approach will ensure access to comprehensive care, reduce recidivism, and promote long-term stability for individuals and families.

Approximately 20 individuals will be served through September 29, 2027.

Substance use has long been a significant factor within New Hampshire's child welfare system, and many cases continue to involve complex needs related to substance use disorders. In previous reviews of local child welfare cases, a substantial portion of families were found to be eligible for Family Treatment Court (FTC), underscoring the ongoing need for coordinated, accessible supports. While more recent data show decreases in DCYF substance-use-related cases, families still face challenges in accessing timely treatment and recovery resources. The Sullivan County FTC, the first in the state, was established to help bridge these gaps and strengthen supports for families navigating substance use concerns.

The Department will monitor services by:

- Reviewing monthly progress reports submitted by NHJB;
- Reviewing data from case reports;
- Monitoring progress towards permanent, increased capacity and sustainable long-term funding; and
- Attending Steering and Advisory meetings.

As referenced in Section 5 of the attached agreement, the parties have the option to extend the agreement for up to two (2) 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 may be unable to increase the capacity of family treatment courts statewide to ensure early access to family-centered treatment for families impacted by SUD and involved with DCYF. Additionally, families affected by SUD would have to continue working with fewer

resources to assist recovery and decrease rates of overdose deaths and child welfare cases statewide.

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
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, ***DHHS*** is responsible for:
Providing funding to NHJB upon receipt of approved invoices, and upon NHJB's compliance with the terms and conditions of this Memorandum of Understanding.

Whereas, ***DHHS*** desires to:

Support the expansion of Family Treatment Courts (FTC) to ensure families impacted by Substance Use Disorder (SUD) who are involved with the New Hampshire Division for Children, Youth and Families (DCYF) have timely access to high quality, appropriate treatment to strengthen recovery and reunification of families; and

Support the enhancement of Mental Health Courts (MHC) to ensure individuals with diagnosed behavioral health conditions who demonstrate a willingness to engage in treatment have judicial oversight by entering into a MHC program.

Whereas, ***NHJB*** is responsible for:
Overseeing all grant requirements and increasing the capacity of:

1. FTC, to ensure early access to family-centered treatment for families impacted by SUDs who are involved with the New Hampshire Division of Children, Youth and Families (DCYF); and
2. MHC, to provide support for eligible criminal justice involved individuals with diagnosed behavioral health conditions.

Whereas, ***NHJB*** desires to:
Expand the capacity of the pilot FTC to use the lessons learned from operating the Family Treatment Court in Sullivan County (FTCSC) to identify ways to address similar challenges in other areas of New Hampshire, and expand the capacity of MHC.

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:

[X] **A.** Pay ***NHJB*** the amount of **$1,050,000** for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: The Substance Abuse and Mental Health Services Administration, State Opioid Response.

[ ] **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 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 anyother account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective upon Governor and Executive Council approval until 9/29/2027. The Parties may extend the MOU for up to two (2) 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 parties shall be referred to the New Hampshire Department of Justice and the General Counsel for the Judicial Branch for review. Counsel for each respective branch will work to resolve the dispute; if no resolution can be agreed upon, the MOU may be terminated.

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
Signature 07D61684F3...

7/17/2026
Date

Director
Title

Katja S. Fox
Print Name

15. ***New Hampshire Judicial Branch***

Signature

7.16.26
Date

State Court Administrator
Title

Christopher Keating
Print Name

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

DocuSigned by:

By: Robyn Guarino ______________________. On: 7/21/2026
748734844941460...

[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. Pay NHJB up to the amount of $1,050,000 for the services described in Section 2, Responsibilities of NHJB, below, in accordance with the requirements and terms as described in Exhibit B, Payment Terms, and in Exhibit A-1, Budget, which is attached hereto and incorporated within.

2. RESPONSIBILITIES OF NHJB

2.1. NHJB agrees to plan and implement at least two (2) new Family Treatment Courts operated in accordance with the national Family Treatment Court Best Practice Standards listed below, including, but not limited to, the following responsibilities.

2.1.1. Organization and Structure

2.1.1.1. Establish a shared mission and governance structure that provides regular oversight of FTC operations and ensures ongoing cross-training, coordinated leadership, and consistent communication among all partnering agencies.

2.1.1.2. Establish FTC operations that follow a multidisciplinary, multisystemic model with representation from child welfare, treatment, legal counsel, peer support, case management, and community providers.

2.1.1.3. Maintain FTC Policy & Procedure Manuals and participant handbooks that reflect best-practice standards, clearly outline eligibility criteria, phase structure, monitoring expectations, responses to behavior, and confidentiality requirements.

2.1.2. Role of the Judge

2.1.2.1. Support a judicial role that convenes and leads the multidisciplinary team, engages system partners, and supports collaborative decision-making necessary for effective FTC operations.

2.1.2.2. Ensure judicial officers receive information necessary to make informed, ethical judicial decisions and engage directly with participants to support rapport-building, clear expectations, positive reinforcement, and therapeutic engagement consistent with best practice standards.

2.1.2.3. Ensure judicial officers receive ongoing training in substance use disorders, mental health, trauma-informed practice, child welfare systems, equity and inclusion, cultural responsiveness, and all FTC operational expectations.

2.1.2.4. Whenever possible, assign FTC judges for a minimum of two consecutive years to promote continuity, strengthen participant engagement, and support the long-term stability of FTC operations.

2.1.3. Early Identification, Screening, and Assessment

2.1.3.1. Support the application of clear, objective eligibility and exclusion criteria and collaborate with DCYF in the use of validated screening and assessment tools, promoting prompt and consistent screening of all referred families.

2.1.3.2. Support timely assessments for parents and children and ensure assessment results are used to inform individualized, family-centered plans.

2.1.3.3. Ensure barriers to recovery and reunification are promptly identified and addressed through coordinated efforts with treatment providers, DCYF, and community partners.

2.1.4. Timely, High-Quality, and Appropriate Substance Use Disorder Treatment

2.1.4.1. Ensure parents have timely access to evidence-based SUD and mental health treatment delivered by qualified providers, including manualized models, medically assisted treatment (MAT)when appropriate, family-centered care, and continuing supports based on assessed needs.

2.1.4.2. Work with treatment partners to remove barriers to engagement and ensure treatment recommendations are consistently communicated for judicial officers to make decisions aligned with participants' assessed treatment needs while maintaining appropriate judicial ethics and boundaries.

2.1.4.3. Support contractor to develop and maintain timely, reliable alcohol and other drug testing protocols, and communicate results promptly to the FTC team to support therapeutic and judicial decision-making.

2.1.5. Comprehensive Case Management, Service, and Supports for Families

2.1.5.1. Contract with one or more organizations to provide case management, coordination, and peer support tailored to FTC families.

2.1.5.2. Ensure families have access to parenting support services, family therapy, prevention and recovery supports, trauma-specific interventions, and developmental screenings for children.

2.1.5.3. Support ongoing communication between treatment providers, DCYF, and the FTC team.

2.1.6. Therapeutic Responses to Behavior

2.1.6.1. Ensure FTCs have training needed to apply therapeutic responses that prioritize child safety and family well-being, and support participants' progress through FTC phases using clear expectations and predictable outcomes.

2.1.6.2. Support FTC to coordinate with treatment and service providers to adjust treatment plans and complementary services promptly based on participant needs and clinical recommendations.

2.1.6.3. Ensure use of incentives, sanctions, and service modifications that are timely, meaningful, equitable, and aligned with evidence-based practices to promote engagement and accountability.

2.1.7. Monitoring and Evaluation

2.1.7.1. Maintain electronic data systems that capture required FTC performance measures.

2.1.7.2. Submit monthly progress reports to DHHS summarizing activities, outcomes, service engagement, and any federally required performance data.

2.1.7.3. Conduct ongoing quality improvement processes and refine policies and practice based on data and feedback.

2.1.7.4. Ensure FTC materials and processes use plain language and provide qualified interpreters and accessibility supports.

2.2. NHJB agrees to support the continued development and strategic expansion of MHC to improve access to mental health treatment for eligible criminal justice-involved individuals, and to:

2.2.1. Expand MHC census based on local need, resources, and ability to maintain fidelity to guidelines. MHC must ensure participants receive treatment from providers that maintain fidelity to evidence-based programs and practices.

2.2.2. Improve consitency and quilty of MHCs that currently exist.

2.2.3. Stregthen participant access to treatment, recovery supports, and complementary services that improve engagement and outcomes with MHC programs.

2.2.4. Ensure judges are provided with relevant treatment updates and MHC team recommondations prior to the court session to promote menaingful participant interactions and support successful outcomes.

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 items, as specified in Exhibit A-1, Budget.
3. NHJB shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the month following the month in which services were provided. 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 dhhs.dbhinvoicesbdas@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 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: *New Hampshire Judicial Branch*

Budget Request for: *G&C Approval through September 29, 2027*

Indirect Cost Rate (if applicable) 0.60%

	Upon G&C Approval-9/29/26			9/30/26-6/30/27			7/1/27-9/29/27		
Line Item	**Total Program Cost**	**Program Cost - Contractor Share/ Match**	**Program Cost - Funded by DHHS**	**Total Program Cost**	**Program Cost - Contractor Share/ Match**	**Program Cost - Funded by DHHS**	**Total Program Cost**	**Program Cost - Contractor Share/ Match**	**Program Cost - Funded by DHHS**
1. Salary & Wages	$2,866	$0	$2,866	$6,449	$0	$6,449	$2,150	$0	$2,150
2. Fringe Benefits	$2,217	$0	$2,217	$4,989	$0	$4,989	$1,663	$0	$1,663
3. Consultants	$0	$0	$0	$20,000	$0	$20,000	$0	$0	$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	$0	$0	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$0	$0	$0	$0	$0	$0	$0
6. Travel	$0	$0	$0	$6,000	$0	$6,000	$0	$0	$0
7. Software	$0	$0	$0	$0	$0	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$10,000	$0	$10,000	$5,000	$0	$5,000
8. (b) Other - Education and Training	$0	$0	$0	$20,000	$0	$20,000	$5,000	$0	$5,000
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Contingency Management	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
Other (please specify)	$0	$0	$0	$0	$0	$0	$0	$0	$0
9. Subrecipient Contracts	$44,234	$0	$44,234	$681,028	$0	$681,028	$235,675	$0	$235,675
Total Direct Costs	$49,317	$0	$49,317	$748,466	$0	$748,466	$249,488	$0	$249,488
Total Indirect Costs	$682	$0	$682	$1,535	$0	$1,535	$512	$0	$512
Subtotals	$50,000	$0	$50,000	$750,000	$0	$750,000	$250,000	$0	$250,000
								TOTAL	**$1,050,000**

Contractor Initials: CMH

Date: 7.16.26