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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Jeffrey A. Meyers
Commissioner

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Lori A. Shibinette
Chief Executive Officer

June 4, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to the provisions of RSA 14:30-a, VI, Additional Revenues, the Department of Health and Human Services, New Hampshire Hospital seeks **RETROACTIVE** authorization from June 11, 2018 through June 30, 2019 to accept and expend funds in the amount of up to \$48,000 from the attached list of 24 hospitals at \$2,000 per occurrence and further authorize the funds to be allocated as follows effective upon Governor and Council approval. Further, authority to adjust appropriations between State Fiscal Years through the Budget Office is requested, without further approval from Governor and Executive Council, if needed and justified. 100% Other Funds.

05-95-94-940010-80380000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL; COMMUNITY TRAINING.

Class/Object	Class Title	FY18 Budget Amount	FY19 Budget Amount	TOTAL Budget
Revenue				
005-40 TBD	Private Local Funds	\$4,000	\$44,000	\$48,000
Expenses				
020-500200	Consumable Supplies	\$700	\$5,883	\$6,583
050-500109	Personnel Services Temp	\$2,500	\$23,825	\$26,325
060-500611	Benefits	\$500	\$7,017	\$7,517
070-500706	In-State Travel	\$300	\$7,275	\$7,575
	TOTAL	\$4,000	\$44,000	\$48,000

EXPLANATION

This request is for authorization to accept and expend for State Fiscal Year 2018 and 2019 an amount not to exceed \$48,000 in aggregate to conduct S.E.C.U.R.E Training for Staying Safe (Safer Environments via Collaborative, Unified Response to Emergencies) at up to 24 New Hampshire and Vermont hospitals is **retroactive** as the first training session has been scheduled for June 11, 2018 in order to accommodate the schedule of the staff subject to training. A template of the Memorandum of Understanding has been attached to this request. The template has been reviewed and approved by the Attorney General's office for \$2000 per event.

Emergencies involving violence and aggression are becoming increasingly common in healthcare settings. It is imperative for healthcare professionals and community law enforcement personnel to collaborate in order to develop plans and policies, conduct exercises and assure a clear, orderly and effective response during violent events in health care settings that cannot be managed with clinical interventions.

This five hour interactive program will describe the development of a model that has helped New Hampshire Hospital increase the effectiveness of their response to violent emergencies and reduce staff injuries, in spite of an increasingly dangerous population served, by integrating law enforcement into their process. This training will actively engage local healthcare and local, state, and county law enforcement personnel in discussions aimed at forging collaborative relationships and developing shared strategies to reduce violence and injuries incurred in local healthcare settings. This training will highlight factors that contribute to violent episodes and interventions that decrease the likelihood of injury for all those involved from a clinical and law enforcement perspective. Patient-centered, trauma-informed, recovery-oriented strategies as well as modified law enforcement response that have been effectively used to decrease violence in a dangerous healthcare setting will be described. The program has been designed to apply basic principles of collaboration and encourage discourse between both civilian clinical and law enforcement personnel; therefore participation from both groups is essential to its success. Program participants earn 5 Continuing Medical Education (CME) /Continuing Education (CE) hours.

Intended Audience:

Senior clinical and law enforcement leadership, emergency department (ED) leadership and other key decision makers, clinicians, all levels of law enforcement staff, clinical supervisors, recovery coaches, ED physicians, administrators, case managers, other behavioral health professionals, security officers, and others will benefit from the training.

Objectives:

1. Increase confidence and ability in managing aggressive and violent behaviors using minimal or no use of force
2. Increase familiarity with joint policies, procedures and roles during emergencies involving violence
3. Increase communication and collaboration between clinical and law enforcement personnel

Content Outline:

1. Systems issues that impact violence and aggression in communities and healthcare
2. Healthcare and law enforcement perspectives and challenges
3. Healthcare and law enforcement decision drivers
4. Strategies to change LE/Clinical culture, train staff and build collaborative relationships
5. Policies and procedures necessary to provide clear direction for clinical staff and law enforcement
6. Five principles of collaboration and how they impact interoperability on different levels
7. Effectiveness of a patient-centered, trauma-informed and recovery- oriented approach

Expected Outcomes:

1. Increased staff confidence and effectiveness while managing difficult patients
2. Decreased personal injuries and property damage
3. Decreased law enforcement standby time, 'sitter' costs and unnecessary "emergent" responses by LE
4. Reduction of patient seclusion episodes
5. Reduction of patient restraint episodes

Area served: Statewide

Source of funds: 100% Other Funds (training fees).

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

I look forward to addressing any of your committee's questions regarding this request.

Recommended by



Lori A. Shibinette
Chief Executive Officer, NHH

Respectfully Submitted



Jeffrey A. Meyers
Commissioner, DHHS

EXHIBIT A
SECURE COMMUNITY TRAINING LIST

1. Alice Peck Day Memorial Hospital
2. Catholic Medical Center
3. Cheshire Medical Center/Dartmouth-Hitchcock Keene
4. Concord Hospital
5. Cottage Hospital
6. Dartmouth-Hitchcock Medical Center (Mary Hitchcock Memorial Hospital)
7. Elliot Hospital
8. Exeter Hospital
9. Frisbie Memorial Hospital
10. Hampstead Hospital
11. Huggins Hospital
12. LRGHealthcare Lakes Region General Hospital
13. Memorial Hospital
14. Monadnock Community Hospital
15. Mount Ascutney Hospital & Healthcenter
16. New London Hospital
17. Parkland Medical Center
18. Portsmouth Regional Hospital
19. Southern New Hampshire Medical Center
20. Southwestern Vermont Health Care and Medical Center
21. Spere Memorial Hospital
22. St. Joseph Hospital
23. Valley Regional Hospital
24. Wentworth-Douglass Hospital

EXHIBIT B
MEMORANDUM OF UNDERSTANDING TEMPLATE
FOR
SECURE – COMMUNITY TRAINING

This agreement is effective as of DATE OF PROPOSED PROGRAM, 201X by and between the host (Hospital Name) [Hospital], and New Hampshire Hospital [NHH]. NHH will provide project deliverables as outlined in SCOPE OF SERVICES description.

1. Term. Hospital hereby retains NHH and NHH hereby accepts such retention, commencing as of the date of this Program, but not later than April 1, 2019. However, the parties recognize that circumstances may prevent performance on a prespecified date.

2. Scope of Services. NHH will provide the following services to Hospital.

- NHH will be responsible for:
 - Providing 5 hour training – Safer Environments via Collaborative Unified Response to Emergencies (SECURE) Training for Staying Safe for an appropriate audience as determined by Hospital and NHH
 - Scheduling the training in collaboration with the Hospital, and assist in communicating with community partners such as local law enforcement
 - Provide attendance list of participants
 - Provide summary of evaluations
 - Providing information for online registration to obtain the approved maximum of 5.0 AMA PRA Category 1 Credits™ for Continuing Medical Education (CME) to all participants who attend the full training session.

It is understood that circumstances arising during the services may require the activities described above to be replaced with other activities of an equivalent value. Such changes will be based on mutual agreement of both parties, which may be recorded as an addendum to this agreement, or as a letter from one party to the other.

3. Compensation. Hospital will pay NHH \$2,000 per workshop within 30 days of training.

Payments will be for the services requested and performed under this Agreement as outlined in Scope of Services. NHH will submit an invoice to the Hospital for reimbursement.

The program will be from 9 AM to 2 PM and is designed with a working lunch. The hospital will be responsible for refreshments and lunch during the training.

4. Outside Employment. During the term of this agreement, NHH may be engaged by one or more other organizations. NHH represents that they are not and shall not become a party to any agreement which conflicts with the duties herein.

5. Confidentiality. NHH agrees to keep in confidence any proprietary information to which they are given access, and to return to Hospital such materials as have been made available because of the provision of the defined services.

6. Not an Employee. NHH is an independent contractor and is not an employee or agent of the Hospital. NHH will not be entitled to any benefits or compensation from the Hospital except as set forth in this Agreement.

7. Termination. This Contract may be terminated by either party for any reason including complete absence of clinical and/or law enforcement/safety personnel. The termination notice must be in writing and sent via certified mail. The termination will be effective upon receipt of the notice.

8. Assignment and Governing Law. This agreement and any rights under it may not be assigned by NHH, nor may NHH delegate any duties or subcontract any work without the Hospital's prior written consent. This agreement shall be governed by the laws of the State of New Hampshire.

9. Indemnity. The Hospital shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Hospital. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This paragraph shall survive the termination of this Agreement.

If any provision of this Agreement becomes or is deemed to be invalid, illegal or unenforceable, the parties shall meet to discuss such provision. If such provision cannot be amended without materially altering the intention of the parties, it shall be deleted and the remainder of the Agreement and the related documents pursuant hereto shall remain in full force and effect. In the event of a conflict between the provisions in the body of this Agreement and any attachments, the stipulations in the body of this Agreement will control.

In witness whereof, the parties have caused this agreement to be executed as of the date first written above.

New Hampshire Hospital:

Authorized Signature:

Hospital Name: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____