

20A

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD NH 03301**

AND

THE OFFICE OF THE GOVERNOR OF THE STATE OF NEW HAMPSHIRE

Whereas, THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") entered into by and between the New Hampshire Department of Health and Human Services, ("DHHS") and the Office of the Governor; and

Whereas, the purpose of this MOU is for the NH Office of the Governor's Choose Love Program Director (hereinafter referred to as the "Director") to provide support services to the DHHS to implement Choose Love across programs connected to children, youth and families. This MOU shall be effective on the date of Governor and Executive Council approval. The MOU may only be amended by mutual agreement of the parties in writing and with Governor and Executive Council approval during the effective period.

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 as follows:

1. The activities performed under this MOU include the following:

1.1 The Director will:

- 1.1.1 Plan and coordinate all DHHS related activities with the Associate Commissioner for Human Services & Behavioral Health and provide periodic updates;
- 1.1.2 Present an overview of Choose Love to DHHS Mid-Level Managers and coordinate follow-up presentations as available;
- 1.1.3 Collaborate with DHHS Human Services & Behavioral Health Directors to determine how to share and spread across programs serving children and families, i.e. presenting to staff, providers, stakeholders as available;
- 1.1.4 In collaboration with Division for Children, Youth, and Families (DCYF) and the Behavioral Health/Children of Behavioral Health leadership:

- 1.1.4.1 Present to DCYF Field Leadership and

Supervisors, and Bureau of Children's Behavioral Health staff;

- 1.1.4.2 Engage youth leaders and collaborate with them to spread Choose Love throughout efforts – as available to include the annual Youth Voices Summit;
- 1.1.4.3 Design and launch a Choose Love program specific to Sununu Youth Service Center (SYSC) youth,
- 1.1.4.4 Present Choose Love to DCYF Residential Providers and as available, engage with providers who are interested in implementing a Choose Love program in their facility; and
- 1.1.4.5 Participate as available on the Children's System of Care Advisory Committee; and

1.1.5 Provide an annual summary of all DHHS related activities.

2. Costs/Payments

2.1 This MOU is subject to the availability of funds appropriated through the biennial budget process.

2.2 Subject to compliance with the terms of this MOU, DHHS shall reimburse the Office of the Governor for the actual agreed upon costs incurred in the performance of this MOU. The total amount of all payments made to the Office of the Governor for costs and expenses incurred in the performance of this MOU shall not exceed \$30,000 in SFYs 2020 and 2021.

3. Payment and Invoicing Instructions for Section 1, Scope of Services

3.1 Payment for said services shall be made as follows:

3.1.1 The Office of the Governor will submit invoices upon the effective date of this MOU and on July 1, 2020, which identifies authorized expenses incurred for the invoice period defined in 2.2 above.

3.1.2 DHHS will pay the Office of the Governor through intergovernmental transfer within thirty (30) days of receipt of each invoice for Director services provided pursuant to this MOU.

3.1.3 The invoice must be submitted to:

Finance Director for DCYF/DHHS
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

4. Duration, Modification and Termination of Agreement

4.1 This MOU may be amended in writing at any time by mutual consent of both parties.

4.2 In the event of an early termination of this MOU for any other reason than the completion of services, the Office of the Governor shall deliver to DHHS not later than fifteen (30) days after the termination a termination report describing in detail all services performed and the MOU funds used up to and including the date of termination. In the event that changes in either state or federal laws or regulations occur that render the performance of the activities set forth in this MOU illegal, void, impractical or impossible for the Office of the Governor, this MOU shall terminate immediately and automatically. Within thirty (30) days of the effective date of the termination, DHHS shall reimburse the Office of the Governor for all activities that were performed under this agreement prior to the date of termination.

4.3 Services will continue to June 30, 2021 from the MOU effective date with an option to renew this MOU for up to two (2) years.

5. Total Amount/Purpose of Funds

5.1 The NH DHHS shall reimburse the Office of the Governor, in an amount not to exceed the total payment defined in paragraph 2.2 above.

5.2 The NH DHHS shall not be responsible for any amount over the total payment described in 2.2.

3-18-20

Date:

Clith T. Sununu

Name:

Title:

Office of Governor Christopher T. Sununu

3/10/2020

Date:

Lori A. Shibinette

Lori A. Shibinette


Commissioner

New Hampshire Department of Health and
Human Services

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

Office of the Attorney General

3/10/2020
Date:


Name:
Title:

I hereby certify that the foregoing Memorandum of Understanding 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: