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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
Commissioner

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Kathleen A. Dunn
Associate Commissioner

November 18, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to enter into a Memorandum of Understanding with the New Hampshire Department of Corrections, to provide the Seeking Safety Program to the incarcerated inmates at the Shea Farm Transitional Housing Unit in an amount not to exceed \$50,000, effective upon Governor and Executive Council approval through June 30, 2017. 100% Other Funds.

Funds are available in the following account for State FY 2016 and State FY 2017, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-49-491510 2989 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS SERVICES, GOVERNOR COMMISSION FUNDS

State Fiscal Years	Class/Account	Class Title	Total Amount
2016	102-500731	Contracts for Program Services	\$25,000
2017	102-500731	Contracts for Program Services	\$25,000
Total			\$50,000

EXPLANATION

Approval of this Memorandum of Understanding will allow the Department of Corrections (DOC) to provide the "Seeking Safety Program" to female inmates, with a history of substance use disorder and trauma.

The "Seeking Safety Program" is an evidence-based model to address trauma and addiction together. The program is recognized by the National Institute on Drug Abuse (NIDA) and by the National Registry of Evidence-based Programs and Practices (NREPP). This model has proven to be effective with individuals who have experienced trauma with associated substance use disorders. The model has been chosen for the high risk population of female inmates at the DOC Shea Farm to

provide an effective program to assist this population with co-occurring disorders of trauma and substance use disorders in a safe and supportive environment to prevent recidivism.

Should Governor and Executive Council determine not to approve this request; the female inmates at Shea Farm will not have access to this evidenced-based program.

Area Served: Statewide

Sources of Funds: 100% Other funds.

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

Respectfully submitted,


Kathleen A. Dunn, MPH
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

SEEKING SAFETY PROGRAM



DEPARTMENT OF HEALTH & HUMAN SERVICES MEMORANDUM OF UNDERSTANDING

Between

BUREAU OF DRUG AND ALCOHOL SERVICES

And

DEPARTMENT OF CORRECTIONS SHEA FARM



**MEMORANDUM OF UNDERSTANDING
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUREAU OF DRUG AND ALCOHOL SERVICES
129 Pleasant Street
Concord NH 03301**

AND

**THE DEPARTMENT OF CORRECTIONS
SHEA FARM TRANSITIONAL HOUSING UNIT
60 IRON WORKS ROAD
CONCORD, NH 03302**

WHEREAS, THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") entered into by and between the Department of Health and Human Services, Bureau of Drug and Alcohol Services (hereinafter referred to as "BDAS"); and the New Hampshire Department of Corrections, Shea Farm Transitional Housing Unit (hereinafter referred to as "DOC Shea Farm"); and

WHEREAS, the purpose of this MOU is for DOC Shea Farm to provide the "Seeking Safety Program" to female inmates, with a history of substance use disorder and trauma.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Memorandum of Understanding and set forth herein, the parties hereto agree as follows:

This Memorandum of Understanding (MOU) shall be effective on the date of Governor and Council approval, and shall remain in effect through June 30, 2017, unless terminated by either party in writing. The MOU may only be amended by mutual agreement of the parties in writing and with Governor and Council approval during the effective period.

1. The activities to be performed under this memorandum are:
 - 1.1. The Department of Corrections, Shea Farm Transitional Housing Unit will:
 - 1.1.1. Administer the "Seeking Safety Program" by utilizing Treatment Innovations Associate using the evidence-based model recognized by the National Institute on Drug Abuse (NIDA) and by the National Registry of Evidence-based Programs and Practices (NREPP). Trainer.
 - 1.1.2. Provide annually a two (2) day on-site Seeking Safety Training to 10 - 15 staff members identified by DOC Shea Farm by a Seeking Safety Program Trainer.
 - 1.1.3. Provide 14 one (1) hour-long Seeking Safety Theme Based Calls annually.



- 1.1.4. Provide a one (1) day Adherence Rater/Fidelity Training by Treatment Innovations Associate, between four (4) and six (6) months after the original training described in section 1.1.2.
- 1.1.5. Provide certification of up to four (4) counselors/therapists via four (4) tape reviews/counselor plus 15 minutes/tape and one (1) hour phone review of the tape with a Treatment Innovations Associate.
- 1.1.6. Provide Seeking Safety DVD rentals to be used in Adherence Rater Certification.
- 1.1.7. Provide Adherence Rater Fidelity Training phone consultations by Treatment Innovations Associate.
- 1.1.8. Provide Seeking Safety Supervisor Certification phone consultations by Treatment Innovations Associate.
- 1.1.9. Provide up to four (4) Seeking Safety Program manuals to the counselors for Post-Traumatic Stress Disorder (PTSD) and Substance Abuse by Lisa M. Najavits for each training session.
- 1.1.10. Provide Continuing Education Units (CEUs) certificate(s) for the following licensed professionals such as:
 - Licensed practical nurse (LPN)
 - Registered nurse (RN)
 - Certified Recovery Support Worker (CRSW)
 - Licensed Drug and Alcohol Counselor (LADC)
 - Master Licensed Drug and Alcohol Counselor (MLADC)
 - Licensed clinicians as required by the New Hampshire Board of Mental Health Practices
- 1.1.11. Ensure "Seeking Safety Program" trained DOC Shea Farm staff incorporate the following core principles of the Seeking Safety methodology within individual and group settings:
 - 1) Safety as the first-stage of treatment;
 - 2) Integrated treatment of Post-Traumatic Stress Disorder (PTSD) and substance abuse;
 - 3) A focus on Ideals;
 - 4) Four content areas; cognitive, behavioral, interpersonal, and case management;
 - 5) Attention to therapist processes.
- 1.1.12. Ensure that model includes the 25 topic areas that address recovery and coping skill development based from the five Seeking Safety central principles described above in section 1.1.11.
- 1.1.13. Ensure that "Seeking Safety Program" trained DOC Shea Farm staff:



- 1) Complete assessment tools with each client including the Trauma Symptom Checklist and the Initial Trauma Review Forms; and
- 2) Complete the Seeking Safety Feedback Questionnaire for clients and staff.

1.1.14. Compile data, as requested by BDAS, documenting activities as supported by funds via this MOU.

1.1.15. Collaborate with BDAS as requested to develop databases and/or statistical programs for measuring progress or for other reporting needs.

2. Costs/Payments

2.1. This MOU and payments are subject to the availability of funds appropriated through the biennial budget process.

2.2. The detailed line item budget is as follows:
Subject to BDAS and DOC Shea Farm compliance with the terms and conditions of this MOU, BDAS shall reimburse DOC Shea Farm for the actual agreed upon costs incurred in the performance of this MOU. The total amount of all payments made to DOC Shea Farm for costs and expenses incurred in the performance of this MOU shall not exceed \$25,000 in SFY 2016 and \$25,000 in SFY 2017.

3. Payment and Invoicing Instructions for 1.1.1-1.1.15 above Scope of Services

3.1. Payment for said services shall be made as follows:

3.1.1. DOC Shea Farm will submit one invoice by July 30, 2016 and July 30, 2017, which identifies and requests reimbursement for authorized expenses incurred for the period defined in 2.2 above.

3.1.2. Payment will be made by BDAS, subsequent to approval of the submitted invoice.

3.1.3. The State shall make payment to DOC Shea Farm within thirty (30) days of approved receipt of each invoice for DOC Shea Farm services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services,
Bureau of Drug and Alcohol Services
105 Pleasant Street
Concord, NH 03301

3.2. The invoice shall include an itemized listing of expenses, amounts and dates when the expenses incurred.

3.3. DOC Shea Farm shall provide supporting documentation to support evidence of actual expenditures identified on the invoice, such as but not limited to: a detailed



description of the scope of work that was completed; copies of invoices for purchases and amounts being billed for the specific scope of work.

- 3.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 3.5. DOC Shea Farm shall not bill for reimbursement of expenses incurred before or after the period defined in 3.1.1. above.
- 3.6. Notwithstanding anything to the contrary herein, DOC Shea Farm agrees that funding under this MOU may be withheld, in whole, or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

4. Duration, Modification and Termination of Agreement

- 4.1. In the event of an early termination of this MOU for any other reason than the completion of services, DOC Shea Farm shall deliver to BDAS, not later than fifteen (15) days after the termination report, (the "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 which render the performance of the activities set forth in this MOU illegal, void, impractical or impossible for DOC Shea Farm, this MOU shall terminate immediately and automatically. Within thirty (30) days of the effective date of the termination, BDAS shall reimburse DOC Shea Farm for all activities that were performed under this agreement prior to the date of termination.
- 4.2. If DOC Shea Farm commences the Services prior to the Effective Date, all Services performed by DOC Shea Farm prior to the Effective Date shall be performed at the sole risk of DOC Shea Farm, and in the event that this MOU does not become effective, BDAS shall have no liability to DOC Shea Farm, including without limitation, any obligation to pay DOC Shea Farm for any costs incurred or Services performed. DOC Shea Farm must complete all Services by June 30, 2017.
- 4.3. The MOU end date is June 30, 2017 with an option for up to a two-year renewal at the end of the MOU period, by mutual written agreement of the parties and Governor and Council approval.

5. Total Amount/Purpose of Funds

- 5.1. These funds shall be for the sole purpose of supporting the Seeking Safety Program administered by DOC Shea Farm to incarcerated females and the supporting activities as described above.



11/18/15
Date:

William L. Wrenn
Name: William L. Wrenn
Title: Commissioner
Department of Corrections

11/19/15
Date:

Nicholas A. Toumpas
Name: Nicholas A. Toumpas
Title: 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

11/25/15
Date:

Brian Burrows
Name: Brian Burrows
Title: A A G

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: