



Lori A. Shibanette
Commissioner

Joseph E. Ribsam, Jr.
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

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September 16, 2022

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Children, Youth and Families (DCYF), to enter into a memorandum of understanding with New Hampshire Administrative Office of the Courts (VC#311205), Concord, NH, in the amount of \$42,667 effective upon Governor and Council approval through no later than June 30, 2023. 100% Federal Funds.
2. Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services to accept and expend the amount of \$42,667 for the purchase of twenty-four (24) laptops and software, to be used in DCYF field offices for claimant and legal use, utilizing New Hampshire Court Improvement Project funds, effective upon Governor and Council approval through the purchase of the laptops and software, or June 30, 2023, whichever is later. 100% Federal Funds (New Hampshire Court Improvement Project).

Funds received to support this request will be deposited into the following account and budgeted.

05-95-42-421010-2956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR CHILDREN YOUTH & FAMILIES, CHILD PROTECTION, DIRECTOR'S OFFICE

CLASS OBJ	CLASS TITLE	Current Modified Budget	Increase/ (Decrease)	Revised Modified Budget
000-408044	Federal Funds	\$ 1,318,414		\$ 1,318,414
00D-488510	Fed Grants to Other Agency		\$ 42,667	\$ 42,667
	General Fund	\$ 2,668,543		\$ 2,668,543
	Total Revenue	\$ 3,986,957	\$ 42,667	\$ 4,029,624
010-500100	Personal Services Perm Class	\$ 2,025,707		\$ 2,025,707
012-500128	Personal Services Unclassified	\$ 332,412		\$ 332,412
018-500106	Overtime	\$ 113,324		\$ 113,324
020-500200	Current Expenses	\$ 25,040		\$ 25,040
026-500251	Organizational Ducs	\$ 171,825		\$ 171,825
037-500167	Technology-Hardware	\$ 1	\$ 42,187	\$ 42,188
038-509038	Technology-Software	\$ 1	\$ 480	\$ 481
039-500190	Telecommunications	\$ 15,050		\$ 15,050
041-500801	Audit Set Aside	\$ 3,711		\$ 3,711
050-500109	Personal Service Temp Appoint	\$ 102,511		\$ 102,511
060-500601	Benefits	\$ 1,187,875		\$ 1,187,875
070-500700	In State Travel	\$ 7,000		\$ 7,000
080-500710	Out of State Travel	\$ 2,500		\$ 2,500
	Total Expense	\$ 3,986,957	\$ 42,667	\$ 4,029,624

EXPLANATION

The purpose of this request is to allow the Department to enter into a memorandum of understanding and to accept funding from New Hampshire Administrative Office of the Courts, in order to purchase twenty-four (24) laptops for client use that will be located in DHHS District Office locations across the state. Having access to laptops for the purposes outlined above will provide parental access to a variety of electronic processes aimed at keeping families connected and positively impacting permanency outcomes for children and youth.

Approximately 15,000 individuals will be served annually.

Access to the laptops will be for parents who are involved with DCYF through child protection and juvenile justice matters.

Should the Governor and Council not authorize this request, parents without access to technology will be unable to participate in video conference activities related to their children's care and needs. This may ultimately impact permanency for children, youth, and families, or delay having children return to their parent's care in an expeditious manner.

Area served: Statewide

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

Respectfully submitted,


Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

AND

NEW HAMPSHIRE ADMINISTRATIVE OFFICE OF THE COURTS

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Judicial Branch, by and through the Administrative Office of the Courts (NHJB), 1 Granite Place, Suite N400, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties in attaining and utilizing digital equipment, in order to allow parents, clients and other appropriate personnel the ability to participate in Remote Hearings, Remote Visitation, and Review of Interview videos.
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through the purchase and reimbursement of all equipment set forth in Provision 3 or June 30, 2023, whichever is sooner.
- 2.3. Modification: The Parties may modify this MOU by prior mutual written agreement executed by the Parties, at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE ADMINISTRATIVE OFFICE OF THE COURTS

- 3.1. The NHJB agrees to:
 - 3.1.1. Reimburse DHHS for the purchase of:
 - 3.1.1.1. Twenty-four (24) 15" Laptop i5's;
 - 3.1.1.2. Twenty-four (24) encrypted thumb drives;
 - 3.1.1.3. Twenty-four (24) Deep Freeze data-wiping software

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:
 - 4.1.1. Purchase and provide invoices to the NHJB, before reimbursement, for:
 - 4.1.1.1. Twenty-four (24) 15" Laptop i5's;

Memorandum of Understanding Between DHHS and New Hampshire Administrative Office of the Courts

- 4.1.1.2. Twenty-four (24) encrypted thumb drives;
- 4.1.1.3. Twenty-four (24) Deep Freeze data-wiping software

5. PAYMENT TERMS

- 5.1. The maximum amount of New Hampshire Court Improvement Project funds available for reimbursement under this Agreement to DHHS from the NHJB shall not exceed \$42,667 in FY 2021 New Hampshire Court Improvement Project funds.
- 5.2. Payment shall be made on a one-time cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU. Upon receipt of equipment, DHHS will submit an invoice to NHJB by October 31, 2022.
- 5.3. NHJB shall receive an invoice and supporting documents from DHHS no later than October 31, 2022.
- 5.4. In lieu of hard copies, the invoice with supporting documentation may be assigned an electronic signature and emailed to, or invoices may be mailed to:
 - Kristin Lamont
 - NH Court Improvement Project
 - NH Administrative Office of the Courts
 - 1 Granite Plaza n400
 - Concord, NH 03301
- 5.5. The NHJB shall make payment to the DHHS within thirty (30) days of receipt of the invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.6. Notwithstanding any provision of this MOU to the contrary, all obligations of the parties hereunder, including without limitation, the continuance of payment hereunder, are contingent upon the continued availability of FY 2021 New Hampshire Court Improvement Project funds. NHJB shall not be required to transfer funds from any other source in the event that New Hampshire Court Improvement Project funds are reduced or become unavailable.

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

- 6.1. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.2. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.3. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 6.4. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.5. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and New Hampshire Administrative Office of the Courts

APPROVALS:

Mouther for
Lori A. Shibinette
Commissioner
NH Department of Health and Human Services

9/8/22
Date

DocuSigned by:
Dianne Martin
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Dianne Martin
Director
New Hampshire Administrative Office of the Courts

9/9/2022
Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
74873484641400...
Name: Robyn Guarino
Title: Attorney

9/9/2022
Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name:
Title:

Date