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Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF PUBLIC HEALTH SERVICES*

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 12, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), to amend an existing Memorandum of Understanding (MOU) with the New Hampshire Administrative Office of the Courts (AOC) (Vendor# 177872-B001), 1 Granite Place, Suite N400, Concord, New Hampshire 03301, for the continuation of the Drug Courts' education and training programs, by extending the completion date from August 31, 2019 to November 30, 2019, with no change to original price limitation of \$158,627, effective upon Governor and Executive Council approval.

This MOU was originally approved by the Governor and Executive Council on October 31, 2018 (Item #23).

**EXPLANATION**

The purpose of this request is to extend the completion date of the MOU due to the Centers for Disease Control and Prevention (CDC) extending the grant funding period to November 30, 2019. This amendment is at no additional cost to the Department and does not change the funding amount for SFY 2020. The three (3) month extension will allow the AOC to continue facilitating essential education and training programs regarding substance abuse to address the ongoing opioid crisis in New Hampshire. Through this MOU, the AOC increases the capacity of Drug Court staff to address opioid-related harms.

Approximately one hundred (100) Drug Court staff and substance abuse professionals, including licensed drug counselors and social workers, have been provided education and training programs through this MOU. It is anticipated that an additional twelve (12) Drug Court staff and/or substance abuse professionals will receive education and training by November 30, 2019.

Training is delivered on evidence-based practices, including substance use screening and goal setting, to reduce drug related harms and to assist in recovery. The AOC provides the Department with a schedule of trainings on a monthly basis and provide copies of all training materials. The AOC also provides written reports identifying the number of participants for each training session on a monthly basis.

Should the Governor and Executive Council not approve this request, the Department's ability to address the ongoing opioid crisis through continued essential training to Drug Court staff and substance abuse professionals may be significantly diminished.

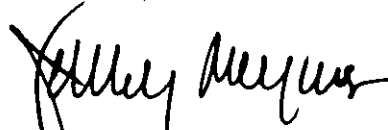
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council

Area served: Statewide.

Respectfully submitted,

A handwritten signature in black ink that reads "Chris Keating". The signature is written in a cursive style with a large, prominent "C" at the beginning.

Christopher Keating, Esq.  
Director, AOC

A handwritten signature in black ink that reads "Jeffrey A. Meyers". The signature is written in a cursive style with a large, prominent "J" at the beginning.

Jeffrey A. Meyers  
Commissioner, DHHS



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Drug Courts Training Program Memorandum of Understanding**

This 1<sup>st</sup> Amendment to the Drug Courts Training Program Memorandum of Understanding (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (DHHS) and the New Hampshire Administrative Office of the Courts (AOC), a State entity with a place of business at 1 Granite Place, Suite N400, Concord, New Hampshire 03301.

WHEREAS, pursuant to an agreement (the "Memorandum of Understanding") approved by the Governor and Executive Council on October 31, 2018, (Item #23), the AOC and the DHHS agreed to perform certain services based upon the terms and conditions specified in the Memorandum of Understanding (MOU) as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to the MOU, the MOU may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the MOU; and

WHEREAS, all terms and conditions of the MOU and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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 to amend as follows:

1. Section 1, GENERAL PROVISIONS, Subsection 1.3 to read:
  - 1.3 Furthermore, the purpose of this MOU is to set forth roles and responsibilities of both the DPHS and the AOC related to collaboration on the OPIS S2 grant. The funding period is September 1, 2018 through November 30, 2019, with all invoices paid by December 31, 2019.
2. Section 1, GENERAL PROVISION, Subsection 1.5 to read:
  - 1.5 This MOU is effective from the date of Governor and Executive Council approval through November 30, 2019, unless terminated earlier.
3. Section 3, THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DHHS, DIVISION OF PUBLIC HEALTH SERVICES (DPHS) AGREES TO, Subsection 3.3 to read:
  - 3.3 Pay all the invoices related to CDC Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant by December 31, 2019.
4. Section 4, IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DPHS AND AOC AS FOLLOWS, Subsection 4.1 to read:
  - 4.1 Neither the DPHS nor the AOC will be responsible for any expenses or costs incurred by the AOC under this Agreement prior to September 1, 2018, nor past the end date of November 30, 2019.

New Hampshire Department of Health and Human Services  
Drug Courts Training Program



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

*Lisa Morris*

\_\_\_\_\_  
Lisa Morris, Director  
Division of Public Health Services

8/12/19

\_\_\_\_\_  
Date

*Jeffrey A. Meyers*

\_\_\_\_\_  
Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services

8/12/19

\_\_\_\_\_  
Date

*Christopher Keating*

\_\_\_\_\_  
Christopher Keating, Esq., Director  
Administrative Office of the Courts

8/7/19

\_\_\_\_\_  
Date

Acknowledgement of AOC signature:

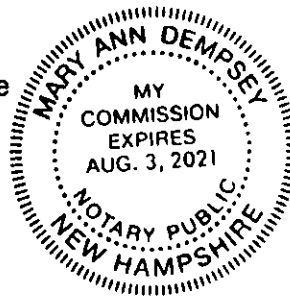
State of New Hampshire, County of Merrimack on 8/7/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Mary Ann Dempsey*

\_\_\_\_\_  
Signature of Notary Public or Justice of the Peace

MARY ANN DEMPSEY, NOTARY

\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace



My Commission Expires: 8/3/21

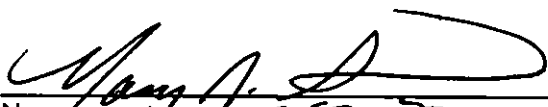
**New Hampshire Department of Health and Human Services  
Drug Courts Training Program**



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

OFFICE OF THE ATTORNEY GENERAL

8/13/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment 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:



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

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October 3, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), to enter into a Memorandum of Understanding (MOU) with the New Hampshire Administrative Office of the Courts (AOC) (Vendor# 177872-B001), 1 Granite Place, Suite N400, Concord, New Hampshire 03301, in an amount not to exceed \$158,627 to fund Drug Courts education and training programs, effective upon the date Governor and Executive Council approval through August 31, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-090-902510-70390000 – HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	049-584910	Transfer to Other State Agencies	TBD	\$132,189
2020	049-584910	Transfer to Other State Agencies	TBD	\$ 26,438
			<b>TOTAL:</b>	<b>\$158,627</b>

**EXPLANATION**

Approval of this Memorandum of Understanding will allow the DHHS to provide funding to the AOC to facilitate essential education and training programs regarding substance abuse to address the ongoing opioid crisis in New Hampshire. Through this MOU, the AOC will increase the capacity of Drug Courts staff to address opioid-related harms.

The AOC will provide education and training programs to approximately one-hundred (100) Drug Court staff and substance abuse professionals, including licensed drug counselors and social workers. Training will be delivered on evidence-based practices, including substance use screening and goal setting to reduce drug related harms and to assist in recovery. The AOC will provide the

training materials. The AOC will also provide written reports to the DHHS identifying the number of participants for each training session on a monthly basis.

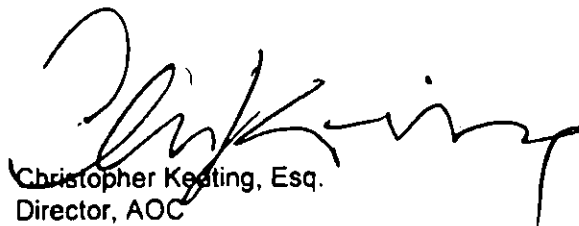
Notwithstanding any other provision of this MOU to the contrary, no services shall be provided after August 31, 2019, and the Department shall not be liable for any payments for services provided after August 31, 2019.

Should the Governor and Executive Council not approve this request, the state of New Hampshire's ability to provide essential training to Drug Court staff and substance abuse professionals to address the ongoing opioid crisis will be significantly diminished.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CFDA # 95.354).

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



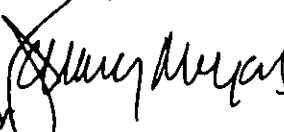
Christopher Keating, Esq.  
Director, AOC

Respectfully submitted, ✓



Lisa Morris, MSSW  
Director, DPHS

Approved by



Jeffrey A. Meyers  
Commissioner

**Drug Courts Training Program**



**MEMORANDUM OF UNDERSTANDING**

**Between**

**The New Hampshire Department of Health and Human Services (DHHS),  
Division of Public Health Services (DPHS)**

**and**

**The New Hampshire Administrative Office of the Courts (AOC)**

**MOU-2019-DPHS-04-AOCD**





## **1. GENERAL PROVISIONS**

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), 29 Hazen Drive, Concord, New Hampshire 03301 and the New Hampshire Administrative Office of the Courts (AOC), 1 Granite Place, Suite N400, Concord, New Hampshire 03301.
- 1.2. The purpose of this MOU is to provide funding to the AOC to facilitate essential education and training programs for substance abuse professionals to address the ongoing opioid crisis in New Hampshire, using 100% federal funds. The DPHS received the federal funds to support this program via CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CDC).
- 1.3. Furthermore, the purpose of this MOU is to set forth roles and responsibilities of both the DPHS and the AOC related to collaboration on the OPIS S2 grant. The funding period is September 1, 2018 through August 31, 2019, with all invoices paid by September 30, 2019.
- 1.4. This MOU addresses an important gap in much needed training for New Hampshire Drug Courts staff. Funding will be used by the AOC to increase the capacity of Drug Court staff to address opioid related harms.
- 1.5. This MOU is effective from the date of Governor and Executive Council approval through August 31, 2019, unless terminated earlier.

## **2. THE ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AGREES TO:**

- 2.1. Provide education and training programs to approximately one-hundred (100) Drug Court staff and substance abuse professionals, including licensed drug counselors and social workers. Training will be delivered on evidence-based practices, including substance use screening and goal setting to reduce drug related harms and to assist in recovery.
- 2.2. Deliver training on the following evidence-based counseling therapies to reduce drug related harms as follows:
  - 2.2.1. Three (3) sessions of Matrix Model of Intensive Outpatient Alcohol and Drug Treatment program (2-Day Matrix Core Training).
  - 2.2.2. Two (2) sessions of Moral Reconciliation Therapy.
  - 2.2.3. Two (2) sessions of Moral Reconciliation Therapy –Trauma Training.
  - 2.2.4. Session(s) required for training sixty (60) people on Dialectical Behavior Therapy (DBT) Skills.
- 2.3. Provide scholarships (not to exceed \$350.00 per person) for up to thirty (30) people to attend the New England Association of Drug Court Professionals (NEADCP) Annual Meeting in 2018. Provide Peer Review training for up to two (2) drug courts to ensure that they are following evidence based best practices.
- 2.4. Retain appropriate contractors to conduct all training sessions required by this MOU.
- 2.5. Provide the DPHS with a schedule of trainings on a monthly basis.
- 2.6. Provide DPHS with copies of all training materials.

**New Hampshire Department of Health and Human Services  
Drug Courts Training Program with the Administrative Office of the Courts  
MOU-2019-DPHS-04-AOCCDC**

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- 2.7. Provide written reports to the DPHS identifying the number of participants for each training session on a monthly basis; these reports shall not contain any personally identifiable data.
  - 2.8. Take appropriate steps to accept and expend the funds provided within the project period required as by the CDC.
- 3. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DHHS, DIVISION OF PUBLIC HEALTH SERVICES (DPHS) AGREES TO:**
- 3.1. Administer the CDC's Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant.
  - 3.2. Serve as the Principal Investigator for the Cooperative Agreement and ensure that the Cooperative Agreement funds budgeted for the AOC will be paid through an interagency transfer approved by Governor and Executive Council. Such funds will enable the AOC to carry out the identified responsibilities of the Cooperative Agreement.
  - 3.3. Pay all the invoices related to CDC Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant by September 30, 2019.
  - 3.4. Monitor the activities of the Cooperative Agreement as outlined in the Cooperative Agreement work plan.
  - 3.5. Collaborate with the AOC to obtain data and information necessary for monitoring the Cooperative Agreement and developing and writing any required reports.
  - 3.6. Transfer funds to the AOC upon the receipt of the invoices, for up to a maximum of up to \$158,627, subject to the AOC's compliance with the terms and conditions of this MOU.
  - 3.7. Attend and/or participate in any CDC-required meetings, trainings or presentations.
  - 3.8. Ensure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.
- 4. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DPHS AND AOC AS FOLLOWS:**
- 4.1. Neither the DPHS nor the AOC will be responsible for any expenses or costs incurred by the AOC under this Agreement prior to September 1, 2018, nor past the end date of August 31, 2019.
  - 4.2. In connection with the performance of this MOU, the DPHS and the AOC shall comply with all applicable laws and regulations.
  - 4.3. The maximum amount of funds available for reimbursement under this Agreement from DPHS to AOC shall not exceed \$132,189 for State Fiscal Year 2019 and \$26,438 for State Fiscal Year 2020, with one hundred percent (100%) of those costs covered by funds provided by the CDC's Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant. Neither the DPHS nor the AOC will be responsible for any expenses or costs incurred by the AOC under this Agreement in excess of the above amounts.
  - 4.4. Notwithstanding any provision of this agreement to the contrary, all obligations of the DPHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. The DPHS shall not be required to transfer funds from any other source in the event that funds from the CDC's Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant are reduced or unavailable.

New Hampshire Department of Health and Human Services  
Drug Courts Training Program with the Administrative Office of the Courts  
MOU-2019-DPHS-04-AOCD



4.5. The AOC shall take appropriate steps to accept and expend the funds provided within the project period as required by the CDC. The AOC agrees to submit monthly invoices to DPHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.

4.5.1 Invoices shall be mailed or emailed to:

Division of Public Health Services  
Department of Health and Human Services  
29 Hazen Drive  
Concord, NH 03301  
[DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov)

4.6. The DPHS agrees to pay the AOC within thirty (30) days of receipt of the approved invoices.

4.7. In the event of an early termination of this MOU for any other reason than the completion of services, the AOC shall deliver to the DPHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination. In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of the DPHS, the DPHS reserved the right to terminate this Agreement and any remaining funds will be forfeited. Such termination shall be submitted in writing to the AOC and will require AOC to deliver a final Termination Report as described above.

4.8. This MOU may be modified at any time during the effective period by mutual written consent of both parties, subject to Governor and Executive Council approval if required.

5. APPROVALS

Lisa Morris, Director  
Division of Public Health Services

10/17/18  
Date

Jeffrey A. Meyers, Commissioner  
Department of Health and Human Services

10/17/18  
Date

Christopher Keating, Esq., Director  
Administrative Office of the Courts

10-16-18  
Date

New Hampshire Department of Health and Human Services  
Drug Courts Training Program with the Administrative Office of the Courts  
MOU-2019-DPHS-04-AOCD



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

OFFICE OF THE ATTORNEY GENERAL

10/18/18  
Date

[Signature]  
Name: *Rebecca W Kiss*  
Title: *Senior Assistant Attorney General*

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: