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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. Shabinette  
Chief Executive Officer

July 23, 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, New Hampshire Hospital to accept and expend funds in the amount of up to \$22,000 from the attached list of eleven (11) hospitals at \$2,000 per occurrence, for training that needs to be conducted effective upon Governor and Council approval through June 30, 2020, to be allocated as outlined in the chart below. 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	FY20 Budget Amount	FY20 Budget Increase	Revised FY 20 Budget
<b>Revenue</b>				
005-401869	Private Local Funds	\$0	\$22,000	\$22,000
<b>Expenses</b>				
020-500200	Consumable Supplies	\$0	\$3,017	\$3,017
050-500109	Personnel Services Temp	\$0	\$12,066	\$12,066
060-500611	Benefits	\$0	\$3,445	\$3,445
070-500706	In-State Travel	\$0	\$3,472	\$3,472
	<b>TOTAL</b>	<b>\$0</b>	<b>\$22,000</b>	<b>\$22,000</b>

### EXPLANATION

The Department wishes to accept and expend funds in an amount not to exceed \$22,000 in the aggregate to conduct S.E.C.U.R.E Training for Staying Safe (Safer Environments via Collaborative, Unified Response to Emergencies) at up to eleven (11) New Hampshire and Vermont hospitals in order to accommodate the schedule of the staff subject to training. Attached is the agreement for Secure Training Template that will be used for when conducting trainings with the hospitals on the attached listing.

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 and a half 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:

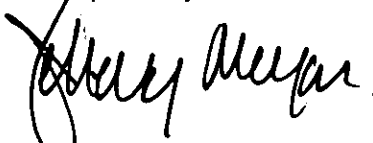
1. Increased staff confidence and effectiveness while managing difficult patients.
2. Decreased personal injuries and property damage.
3. Decreased law enforcement standby time, 'sitter' costs and unnecessary "emergent" responses by LE.
4. Reduction of patient seclusion episodes
5. Reduction of patient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

Respectfully Submitted



Jeffrey A. Meyers  
Commissioner, DHHS

EXHIBIT A  
 SECURE COMMUNITY TRAINING LIST

Hospital	Training Completed
1. Alice Peck Day Memorial Hospital	
2. Catholic Medical Center	1/7/2019
3. Cheshire Medical Center/Dartmouth-Hitchcock Keene	3/27/2019
4. Concord Hospital	3/14/2019
5. Cottage Hospital	11/1/2018
6. Dartmouth-Hitchcock Medical Center (Mary Hitchcock Memorial Hospital)	
7. Elliot Hospital	3/18/2019
8. Exeter Hospital	
9. Frisbie Memorial Hospital	1/23/2019
10. Hampstead Hospital	
11. Huggins Hospital	11/30/2018
12. LRGHealthcare Lakes Region General Hospital	
13. Memorial Hospital	
14. Monadnock Community Hospital	9/12/2018
15. Mount Ascutney Hospital & Healthcenter	
16. New London Hospital	
17. Parkland Medical Center	12/6/2018
18. Portsmouth Regional Hospital	
19. Southern New Hampshire Medical Center	Not required.
20. Southwestern Vermont Health Care and Medical Center	
21. Speare Memorial Hospital	6/11/2018
22. St. Joseph Hospital	
23. Valley Regional Hospital	2/1/2019
24. Wentworth-Douglass Hospital	9/7/2018

EXHIBIT B  
AGREEMENT TEMPLATE FOR  
SECURE – COMMUNITY TRAINING

This Agreement is effective as of (Effective Date) by and between the host, (Hospital Name) [Hospital], for itself and on behalf of [Hospital],, operating jointly as [Hospital], and New Hampshire Hospital [NHH]. Hospital and NHH are each, individually, a "Party," and collectively, the "Parties." NHH will provide project deliverables as outlined in SCOPE OF SERVICES description (the "Program").

1. Term. Hospital hereby retains NHH and NHH hereby accepts such retention, commencing as of the Effective Date, but not later than April 1, 2020. However, the Parties recognize that circumstances may prevent performance on a pre-specified date.
2. Scope of Services. NHH will provide the following services to Hospital.

NHH will be responsible for:

- Providing 5 1/2 hours 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.
- Providing attendance list of participants.
- Providing 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.
- Coordinating participation of local law enforcement.

Hospital will be responsible for:

- Providing a suitable location in which the Program will be held.
- Providing a light breakfast, lunch, and beverage service during the training as the Program will be for a solid section of the day and is designed with a working lunch.
- Providing a coordinator at the location where the Program will take place.
- Coordination of staff involvement from multiple levels of management and line employees.

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 completion 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.

4. 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, subject to NH RSA 91-A.
5. 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.
6. 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.
7. 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.
8. Insurance. Both Parties agree to obtain and maintain, in force and effect throughout the term of this Contract, workers' compensation insurance coverage in statutorily prescribed limits to provide coverage for work related injuries that may arise during the term of this Contract.
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 grossly negligent the acts or omissions of the Hospital and which are not otherwise covered by insurance (including, without limitation, workers' compensation insurance). 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.
10. Amendment. Any amendment to this Agreement must be in writing and signed by each of the Parties.
11. Notice. Any notice or communication required or permitted pursuant to this agreement will be in writing and sent by US Mail, personal delivery, next-day express mail, overnight delivery service, or by facsimile addressed as identified below:

If to Hospital:      Attention: Contact  
                                 Hospital Name  
                                 Address  
                                 Fax: 603-xxx-xxxx

If to NHH:            Attention:  
                                 New Hampshire Hospital  
                                 36 Clinton Street  
                                 Concord, NH 03301  
                                 Fax: 603-271-5395

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: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_