

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

July 24, 2020

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, Division of Public Health Services, to enter into a memorandum of understanding with Department of Corrections (VC#177896), Concord, NH in the amount of \$200,000 for parental education programs for incarcerated residents of the New Hampshire state prison, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421010-29580000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, DIV, CHILD PROTECTION, CHILD-FAMILY SERVICES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	643-504191	Contracts for Prog Svc	42105822	\$200,000
			Total	\$200,000

EXPLANATION

The purpose of this request is enter into a Memorandum of Understanding with the Department of Corrections, Family Connections Center. The Family Connections Center provides parental education programs to incarcerated residents of the NH state prison and supports in developing healthy parent and child relationships while at the prison.

Children (0-18) and families are at high risk for adverse childhood events due to parental incarceration. Approximately 600 individuals will be served to June 30, 2021.

Funds provided through this Memorandum of Understanding will be used to support evidence-based parental education curriculum, supports to families and children to assist with parent child visits, support children of incarcerated parents attend summer camp where they are able to experience positive interactions with other peers through social emotional learning supports.

This reentry program will include co-parenting sessions for the incarcerated parent and the caregiver of their child; this will help support transition for the entire family and help integrate the incarcerated parent reentry into the family unit when they are released to the community. The Department of Corrections will be able to facilitate more tele-visits between incarcerated parents and

Lori A. Shibinette Commissioner

Lisa M. Morris Director His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

their children during their entire incarceration. These kind of visits will help increase a child's protective factors by having regular, healthy contact with their parent and help the incarcerated individual keep on the right track in prison, as they must be disciplinary-free to qualify for these extra program visits. The funds will help to support new computer equipment to replace old tele-visiting equipment and to expand to facilitate tele-visits for mothers and their children at the Shea Farm transitional housing unit for women.

It is very important to keep families together, not only emotionally/mentally, but physically as well. Funds from the Department of Health and Human Services will be used to support Family Connections Center Family Fun Days at all three prisons. On these days, children and their caregivers come into the prison for a family day with a party atmosphere. Family Connections Center maintains a partnership with the Children's Literacy Foundation to provide a storyteller and to have a book giveaway. Funds will pay for food, decorations and gas cards to the families to help defray the cost of the drive to the prisons, which can be many hours away.

Through this MOU, DOC will be piloting a program that supports videotaping parents reading to their child. For 21 years, the Family Connections Center has allowed making audio recordings to send home along with brand new books and for two years in 2003, NH Public Television did come in and make video recordings. The Family Connections Center will purchase video recorders so parents can send home a video and the new books. Through this pilot we anticipate that audio and video recordings of parents reading gives children a little bit of control to be able to hear or see their missing parent when they want to.

The agreement will: (1) support the Family Connections Center to purchase three new Healthy Relationship Curriculum from Dibble Institute, one for each facility and pay staff to be trained in it; (2) support Family Connections Center staff training needs and enhance their skills when conference are offered; (3) support the Children of Incarcerated Parents summer camp program and pay for ten (10) spots for camping and help children and their caregivers buy any needed camping gear.

The Department will monitor contracted services through the submission of a quarterly report that includes a summary on types of services provided, number of families served, and number of support trainings that were provided to residents.

As referenced in the attached memorandum of understanding, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request vulnerable populations will not receive needed funding to support children and families in order to reduce adverse childhood experiences.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES



AND

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

MOU-2021-DPHS-01-PAREN

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, 29 Hazen Drive, Concord, NH 03301 and the New Hampshire Department of Corrections ("DOC"), 105 Pleasant Street, Concord, New Hampshire 03301, hereinafter referred to as the "Parties."
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the DHHS and the DOC regarding the use of funds from the Parental Assistance Program in order to support the Family Connections Centers in improving parental relationships for individuals incarcerated at the NH state prison and reducing the adverse childhood effects.
- 1.3. Senate Bill 592 of the 2018 Regular Session requires the Department of Health and Human Services to submit a yearly report to the Wellness and Primary Prevention Council on the use of the Parental Assistance funds and the outcomes they have produced.
- 1.4. Through these efforts, the DOC Family Connections Centers will provide parental education programs to residents of the NH Department of Corrections to support parent and child relationships during incarceration. The funds will be used to support evidence based curriculum, such as the Healthy Relationships Curriculum. Funds will be used to support updated additional evidence based education curriculum, staff training on implementing the curriculum, supports to families and children to assist with parent child visits, support programming for non-English speaking residents and families, and support children of incarcerated parents attending summer camp where they are able to experience positive interactions with other peers and social-emotional learning.
- 1.5. In connection with the performance of this MOU, DHHS and DOC shall 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. <u>Duration</u>: The duration of this MOU is from the date of approval by the Governor and Executive Council through June 30, 2021. The parties may extend this MOU for up to two (2) years at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, and approval of the Governor and Executive Council.

Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the Governor and Executive Council.



2.3. <u>Termination</u>: Either party may unilaterally terminate this MOU upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.

3. RESPONSIBILITIES OF THE DEPARTMENT OF CORRECTIONS

The DOC agrees to:

- 3.1. Use the funding provided by the DHHS from the Parental Assistance funds to support the Family Connections Center Programs and advance overall DOC practices by providing training and education to improve parental relationships, to provide resources to support expansion of programming to non-English speaking residents and families, to make efforts in reducing adverse childhood experiences, to improve reentry practices, and to support the Children of Incarcerated Parents summer camp.
- 3.2. The Family Connections Center Programs will include, but is not limited to:
 - 3.2.1. Co-parenting sessions for the incarcerated parent and the caregiver of their child.
 - 3.2.1.1. Expanded tele-visits between the incarcerated parent and their children during the term of incarceration.
 - 3.2.1.2. DOC will purchase items to promote interactive visits, which include but are not limited to:
 - 3.2.1.2.1. Props
 - 3.2.1.2.2. Educational supplies
 - 3.2.1.2.3. Books
 - 3.2.1.2.4. White Boards
 - 3.2.1.3. DOC will purchase new computer equipment to assist with the increase in FCC services at DOC locations.
 - 3.2.2. Video recordings for children of their parents reading.
 - 3.2.2.1. DOC will purchase technology to support this effort.
 - 3.2.3. Evidence based curriculum
 - 3.2.3.1. DOC will purchase updated evidence based curriculums, for DOC facilities and pay for staff curriculum facilitation training.
- 3.3. Use funding to send DOC staff to trainings to support the mission of the Family Connections Center Program. Provide education and training for DOC staff including evidence based practices that support parents, families and children of incarcerated parents.
- 3.4. Use funding to provide clinical support, training and guidance to FCC staff and families to identify and help decrease adverse childhood experiences and assist with improving reentry and reunification for incarcerated parents, children and their caregivers.
- 3.5. Use funding to purchase resources including parenting books, magazines to support, educate and enhance the parent-child connection and healthy parenting interactions.
- 3.6. Use funding to support the Children of Incarcerated Parents (CIP) summer camp program.

3.6.1. Funds to support campers tuition and camp related activities.

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3.7. Provide summaries on the progress of the use of funds to DHHS by the 15th of May and November of each State Fiscal Year of the contract. Any data provided in these summaries shall be aggregated and not include any personally identifiable information or other confidential information.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

The DHHS agrees to:

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- 4.1. Provide funding to the DOC to support families and the children of individuals incarcerated within the NH Department of Corrections to cultivate positive, safe and healthy family relationship and reduce adverse childhood experiences, statewide, upon receipt of approved invoices and subject to the DOC's compliance with the terms and conditions of this MOU as follows:
 - 4.1.1. Up to a maximum of \$200,000 in State Fiscal Year 2021.

5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DHHS AND DOC THAT:

- 5.1. The maximum amount of funds available for reimbursement under this MOU from the DHHS to the DOC shall not exceed \$200,000 with one hundred percent (100%) of those costs covered by funds provided by General Funds.
- 5.2. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon the availability and continued availability of General Funds. The DHHS shall not be required to transfer funds from any other source in the event that such funds become unavailable. The DHHS may adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified.
- 5.3. The DOC shall take appropriate steps to accept and expend the funds provided within the project period. The DOC agrees to submit monthly invoices to the DHHS for costs incurred. Invoices must include a description of services and associated costs.
 - 5.3.1 Invoices shall be mailed or emailed to:

Department of Health and Human Services Division of Public Health Services Financial Manager 29 Hazen Drive Concord, NH 03301 DPHSContractBilling@dhhs.nh.gov

5.4. The DHHS agrees to pay the DOC within thirty (30) days of receipt of the approved invoices.

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Memorandum of Understanding Between DHHS and DOC MOU-2021-DPHS-01-PAREN

APPROVALS

Lisa Morris Director **Division of Public Health Services** NH Department of Health and Human Services

Lori A. Shibinette Commissioner NA Department of Health and Human Services

Nicholas Duffy Director **Division of Community Corrections** NH Department of Corrections

Helen Hanks

Commissioner NH Department of Corrections

7/17/2020 Date

51200 <u>U1.</u>

Date

16/2020

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

OFFICE OF THE ATTORNEY GENERAL

08/03/20

Date

atherine Pinos

Name: Title: Catherine Pinos, Attorney

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

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Name: Title:

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