



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

18A

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
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March 1, 2017

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 and the Office of Governor Christopher T. Sununu to amend an existing Memorandum of Understanding, originally approved by Governor and Council on April 6, 2016, Item #9A, to fund the work of the Governor's Office of Substance Use Disorders and Behavioral Health by increasing the amount by \$56,700 from \$184,375 to \$241,075 to be effective upon Governor and Executive Council approval through June 30, 2017. 100% Other Funds. Funds are available in the following account for SFY 2017

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

Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 16	102-500731	Contracts for Program Services	61,239	0	61,239
SFY 17	102-500731	Contracts for Program Services	123,136	0	123,136
		Sub Total	\$184,375	\$0	\$184,375

05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES

Fiscal Year	Class / Account	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 16	102-500731	Contracts for Program Services	0	0	0
SFY 17	102-500731	Contracts for Program Services	0	56,700	56,700
		Sub Total	\$0	\$56,700	\$56,700
		Total	\$184,375	\$56,700	\$241,075

- 2) Authorize the Office of the Governor, contingent upon approval of Requested Action #1, to accept and expend an amount of \$56,700 from the Department of Health and Human Services, Bureau of Drug and Alcohol Services, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery, effective from July 1, 2016 through June 30, 2017 to fund the work of the Governor's Office of Substance Use Disorders and Behavioral Health.

Funds are to be budgeted in SFY 2017 as follows:

01-02-02-020010-2411 OFFICE OF THE GOVERNOR, OFFICE OF SUBSTANCE USE DISORDERS AND BEHAVIORAL HEALTH

Class	Class Title	2017 Current Modified Budget	2017 Increased (Decreased) Amount	2017 Revised Modified Budget
009-403257	Agency Income	147,160	56,700	203,860
016-500141	Personal Services Non-Classified	95,000	37,000	132,000
020-500200	Current Expense	200	100	300
039-500179	Telecommunications	200	100	300
060-500601	Benefits	45,060	17,500	62,560
070-500704	In State Travel	5,900	1,500	7,400
080-500701	Out of State Travel	800	500	1,300
	Total	147,160	56,700	203,860

EXPLANATION

Approval of this amendment will allow the Department of Health and Human Services and the Office of Governor Christopher T. Sununu to amend an existing Memorandum of Understanding to expand the services of the Governor's Office of Substance Use Disorders and Behavioral Health.

The purpose of these funds is to bolster and strengthen the substance abuse prevention, treatment and recovery efforts available within the Governor's Office of Substance Use Disorders and Behavioral Health to address the state's ongoing efforts to combat the opiate crisis and help those suffering with substance use disorders. This crisis is the most serious public health and safety issue facing New Hampshire and it remains critical that we continue supporting investments and resources in law enforcement, but also in prevention, treatment and recovery programs. This additional funding will bring a renewed emphasis on recovery programs in the state and ensure that available funds are reaching programs quickly and are yielding positive results.

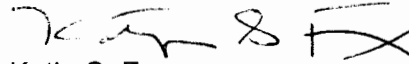
Should Governor and Executive Council not authorize this Request, these additional efforts will not be available to the state to meet the objectives as outlined above. Services will continue through June 30, 2017 from the MOU effective date with an option to renew this MOU for up to two (2) additional years.

Area served: Statewide.

Source of Funds: 100% General Funds at DHHS, 100% Agency Income at the Governor's Office.

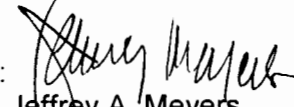
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301**

AND

THE OFFICE OF THE GOVERNOR OF THE STATE OF NEW HAMPSHIRE

AMENDMENT #1

This Agreement (hereinafter called the "Amendment") dated this 1st day of March 2017, is by and between the State of New Hampshire, acting by and through its Department of Health and Human Services, (hereinafter referred to as "DHHS") and the New Hampshire Office of the Governor, (hereinafter referred to as "Governor's Office"), (collectively, the "Parties").

WHEREAS, pursuant to a Memorandum of Understanding (hereinafter called the "MOU") dated March 30, 2016, and approved by the Governor and Council on April 6, 2016, Item #9A, the Governor's Office agreed to perform certain services upon the terms and conditions specified in the MOU and in consideration of payment by DHHS of certain sums as specified therein; and

WHEREAS, pursuant to the provisions of paragraph 4.1 of the MOU the Parties may amend the MOU may be amended at any time by a written instrument executed by the parties thereto, subject to the approval of Governor and Executive Council; and

WHEREAS, the Governor's Office and the DHHS have agreed to amend the MOU in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the MOU and set forth herein, the parties do hereby agree to amend the MOU as follows:

1. Paragraph Number 2.3 is amended by deleting \$184,375 and replacing it with \$241,075 as included below in *italics*.

2.3. Subject to compliance with the terms and conditions of this MOU, the NH DHHS shall reimburse the Office of the Governor for the actual agreed upon costs incurred in the performance of this MOU. The total amount of all payments made to the Governor's Office for costs and expenses incurred in the performance of this MOU shall not exceed \$241,075 in SFYs 2016 and 2017.

Amendment to MOU Between
NH DHHS and the Office of the Governor
Advisor on Addiction and Behavioral Health

2. Paragraph Number 1 is amended by deleting the "Advisor" and replacing it with "Governor's Office of Substance Use Disorders and Behavioral Health".

3. Effective Date of Amendment:

This Amendment shall be effective March 8, 2017, or upon approval of Governor and Council approval, whichever is later.

3. Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the MOU, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

THE STATE OF NEW HAMPSHIRE
Department of Health and Human Services

By Jeffrey A. Meyers

NAME: Jeffrey A. Meyers

TITLE: Commissioner

OFFICE: New Hampshire Department of Health and Human Services

3/3/17
Date

By Jayne Millerick

NAME: Jayne Millerick

TITLE: Chief of Staff

OFFICE: Office of Governor Christopher T. Sununu

3/3/17
Date

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution on this 3rd day of March, 2017.

By Megan A. V. Geph
OFFICE OF THE ATTORNEY GENERAL

Approved by the Governor and Council this _____ day of _____, 20____.



Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Associate Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

9A
G&C Approved

Date 4/6/16

Item # 9A

March 30, 2016

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

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services and Office of Governor Margaret Wood Hassan to enter into an Memorandum of Understanding to fund the work of the Governor's Advisor on Addiction and Behavioral Health to work with stakeholders to formulate and coordinate policies and services to effectively address mental health and substance use disorders within the state of New Hampshire in an amount not to exceed \$184,375, effective upon Governor and Executive Council approval through June 30, 2017. 100% General Funds.

Funds are available in State Fiscal Years 2016 and 2017 in the following account, with authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

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

State Fiscal Years	Class/Account	Class Title	Total Amount
2016	102	Contracts for program services	\$61,239
2017	102	Contracts for program services	\$123,136
Total			\$184,375

- 2) Authorize the Office of the Governor, contingent upon approval of requested action #1, to accept and expend an amount up to \$91,375 from the Department of Health and Human Services, Bureau of Drug and Alcohol Services, Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery effective from July 1, 2016 through February 28, 2017 to fund the work of the Governor's Advisor on Addiction and Behavioral Health.

Funds are to be budgeted as follows:

01-02-02-020010 2411 OFFICE OF THE GOVERNOR, OFFICE OF SUBSTANCE USE DISORDERS

Class	Class Title	2016 Current Adj Auth	2017 Current Adj Auth	Requested Action	Revised Adj Auth
009	Agency Income	(\$61,240)	0	(\$91,375)	(\$91,375)
16	Personal Services – non Classified	47,500	0	\$62,115	\$62,115
20	Current Expenses	100	0	200	200
39	Telecommunications	275	0	400	400
60	Benefits	11,615	0	26,560	26,560
70	In-State Travel	1,250	0	1,300	1,300
80	Out-of-State Travel	500	0	800	800
	TOTAL	61,240	0	\$91,375	\$91,375

EXPLANATION

Approval of this Memorandum of Understanding will allow the Governor's Advisor on Addiction and Behavioral Health to represent the Office of the Governor in working with stakeholders and officials in the public and private sectors at both the state and local level to formulate and coordinate policies and services to effectively address mental health and substance use disorders within the state of New Hampshire. The Governor's Advisor on Addiction and Behavioral Health will play an important role in bringing key leaders together at the state and local level to address these Issues.

The Governor's Advisor will coordinate with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery and other State-level commissions and representative organizations that address mental health issues, to coordinate planning and resources and to identify gaps and barriers to accessing services within the state's behavioral health service delivery system. More specifically the Governor's Advisor on Addiction and Behavioral Health will work with stakeholders at the state and local level to optimize and leverage public and private resources and to implement the Governor's Commission's comprehensive strategy to address the misuse of alcohol and drugs, as well as the state's community mental health agreement.

The State of New Hampshire, like many other states across the country, is experiencing a public health and safety crisis from the misuse of opioids, including fentanyl and heroin. The effect on New Hampshire's citizens has been dramatic. Between 2012 and 2015 the spike in the misuse of opioids alone has resulted in:

- Over 1,000 opioid-related emergency department visits just in the last three months of 2015
- Naloxone being administered to reverse opioid overdose by emergency medical service personnel increasing from 897 to 2,724
- Drug-related overdose deaths increasing from 164 to 428.

Should Governor and Executive Council determine not to approve this request the Governor's Advisor on Addiction and Behavioral Health would not be available to the state meet the objectives as outlined in this letter. Services will continue to June 30, 2017 from the MOU effective date with an option to renew this MOU for up to two (2) years.

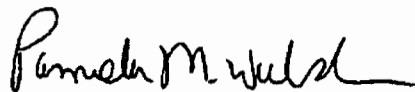
Area Served: Statewide

Sources of Funds: 100% General funds at DHHS (100% Agency Income at Governor's Office).

Respectfully submitted,



Jeffrey Meyers
Commissioner



Pamela Walsh,
Chief of Staff, Office of the Governor

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD NH 03301**

AND

The Office of the Governor of the State of New Hampshire

Whereas, THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") entered into by and between the New Hampshire Department of Health and Human Services, (hereinafter referred to as NH DHHS) and the Office of the Governor; and

Whereas, the purpose of this MOU is for the Governor's Advisor on Addiction and Behavioral Health (hereinafter referred to as the "Advisor") to formulate policies and plans for consideration by the Governor, which serve to integrate and coordinate resource and development activities affecting more than one state agency, level of government, or governmental function. This Memorandum of Understanding (MOU) shall be effective on the date of Governor and Executive Council approval. The Advisor shall serve as the Governor's representative to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery. The MOU may only be amended by mutual agreement of the parties in writing and with Governor and Executive Council approval during the effective period.

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 as follows:

1. The activities performed under this agreement include the following:
 - 1.1 The Advisor will:
 - 1.1.1 Work with the Chair, Executive Director and members of the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery to coordinate state resources in the area of substance abuse prevention and treatment.
 - 1.1.2 Work with State agencies and external stakeholders to coordinate state resources in the area of substance misuse and mental health policy and services.
 - 1.1.3 Propose solutions to the Governor to reduce unnecessary duplication of state efforts and resources to address substance misuse and mental illness.
 - 1.1.4 Work with state agency and external systems and community level subject matter experts to identify evidence-based practices for substance misuse prevention, early intervention, treatment, and

recovery support services and to ensure quality delivery of such services.

- 1.1.5 Encourage the coordination and correlation of state planning by agencies of the state government.
- 1.1.6 Participate in state level, regional, and national planning efforts.
- 1.1.7 Lead grant application efforts on behalf of the Governor's Office that assist in the state's efforts to address the misuse of alcohol and drugs and other behavioral health challenges.
- 1.1.8 Coordinate with the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery to identify barriers to and gaps in New Hampshire's system of care for strategies and services to address the misuse of alcohol and drugs; and likewise with other state level commissions and representative organizations to address mental health issues and to identify effective solutions.
- 1.1.9 Serve as the Governor's liaison to the Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery established in RSA 12-J:1.
- 1.1.10 Perform such other duties as the Governor may assign.

2. Costs/Payments

- 2.1 This MOU is subject to the availability of funds appropriated through the biennial budget process.
- 2.2 The detailed line item budget is as follows:
- 2.3 Subject to compliance with the terms and conditions of this MOU, the NH DHHS shall reimburse the Office of the Governor for the actual agreed upon costs incurred in the performance of this MOU. The total amount of all payments made to the Governor's Office for costs and expenses incurred in the performance of this MOU shall not exceed \$184,375 in SFYs 2016 and 2017.

3. Payment and Invoicing Instructions for Section 1, Scope of Services

- 3.1 Payment for said services shall be made as follows:
 - 3.1.1 The Contractor will submit invoices upon the effective date of this MOU, and on July 1st, 2016, January 1, 2017, and no later than July 1, 2017 which identifies authorized expenses incurred for the invoice period defined in 2.3, above.
 - 3.1.2 The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.1.3 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 Contractor shall provide documentation to support evidence of actual expenditures identified on the invoices submitted on July 1, 2016, January 1, 2017, and no later than July 1, 2017, for the expenses incurred in the invoice period and in accordance with the Department's approved plan. Supporting documentation may include, but is not limited to:
- 3.2.1 A copy of the approval from the Department to expend the funding.
 - 3.2.2 A detailed description of the scope of work that was completed.
 - 3.2.3 Copies of invoices for purchases.
 - 3.2.4 The names of the Contractor's staff, dates and hours worked and amounts being billed for the specific scope of work.
- 3.3 Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 3.4 The Contractor shall not bill for reimbursement of expenses incurred before or after the period defined in 2.3 above.
- 3.5 The Contractor shall obtain Department approval prior to incurring the expense to provide the scope of work described in the Department approved plan.
- 3.6 Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this contract 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 This MOU may be amended in writing at any time by mutual consent of both parties.
- 4.2 In the event of an early termination of this MOU for any other reason than the completion of services, the Office of the Governor shall deliver to the NH DHHS not later than fifteen (15) days after than the termination a 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 that render the performance of the activities set forth in this MOU illegal, void, impractical or impossible for the Office of the Governor, this MOU shall terminate immediately and automatically. Within thirty (30) days of the effective date of the termination, the NH DHHS shall reimburse the Office of the Governor for all activities that were performed under this agreement prior to the date of termination.

4.3 If the Office of the Governor commences the Services prior to the MOU Effective Date, all Services performed prior to the MOU Effective Date shall be performed at the sole risk of the Contractor, and in the event that this MOU does not become effective, the NH DHHS shall have no liability to the Office of the Governor including without limitation, any obligation to pay for any costs incurred or services performed. The Contractor must complete all services by June 30, 2017.

4.4 Services will continue to June 30, 2017 from the MOU effective date with an option to renew this MOU for up to two (2) years.

5. Total Amount/Purpose of Funds

5.1 The NH DHHS shall reimburse the Office of the Governor, in an amount not to exceed the total payment defined in paragraph 2.3 above.

5.2 The NH DHHS shall not be responsible for any amount over the total payment described in 2.3.

5.3 These funds shall be for the sole purpose of supporting the formulation of policies and plans for consideration by the Governor, which serve to integrate and coordinate resource and development activities affecting more than one state agency, level of government, or governmental function administered by the Advisor and the supporting activities as described above.

3/30/2016
Date:

Pamela M. Walsh
Name: Pamela Walsh
Title: Chief of Staff
Office of Governor Maggie Hassan

3/30/16
Date:

Jeffrey A. Meyers
Name: Jeffrey A. Meyers
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

Date: 3/31/14 Name: MICHAEL A. YOUNG
Title: 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: _____