



Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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May 28, 2024

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 for Behavioral Health, to enter into a memorandum of understanding (MOU) with the New Hampshire Department of Education (VC #200915-B001), Concord, NH, in the amount of \$562,000 to support New Hampshire school districts with exploring the feasibility of, or expanding a previously implemented Multi-Tiered System of Supports for Behavioral Health and Wellness and/or Pyramid Model Framework, with the option to renew for up to four (4) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2026. 100% Other Funds (Governor's Commission).

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS. HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% OTHER FUNDS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Prog Svc	92058501	\$281,000
2026	102-500731	Contracts for Prog Svc	92058501	\$281,000
			Total	\$562,000

EXPLANATION

The purpose of this request is to develop and/or expand school districts' access to existing K-12 substance-misuse prevention strategies and intervention, statewide, through the Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) or Pyramid Model Framework (PMF). Both systems are evidence-based, multi-tiered frameworks to improve

behavioral outcomes and learning conditions for students in participating communities and for decreasing risk factors for substance misuse.

The New Hampshire Department of Education (NHED), using funds from the Governor's Commission on Alcohol or Other Drugs, will expand implementation of the MTSS-B and PMF utilizing school data, such as discipline referrals, number of behavioral interventions, and student absences to identify areas for improvement. NHED will determine and select appropriate evidence-based interventions in response.

The Department of Health and Human Services (DHHS) will monitor mid-term and final reports provided by the NHED to ensure program progress and positive outcomes.

As referenced in Section 5 of the attached MOU, the parties have the option to extend the agreement for up to four (4) 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, DHHS will not have the required support to successfully implement, maintain, and improve programs to reduce the risk of youth substance misuse.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

State of New Hampshire Form MOU 1, Interagency Memorandum of Understanding

Whereas, the New Hampshire Department of Health and Human Services [**"DHHS"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Education [**"NHED"**] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 12-J: 3, **DHHS** is responsible for:
Providing funding to support school districts' access to K-12 substance-misuse prevention strategies and intervention and social-emotional learning practices statewide.

Whereas, **DHHS** desires to:
Use funds from the Governor's Commission on Alcohol and Other Drugs (Governor's Commission) to support NH school districts with exploring to determine the feasibility of, or expanding a previously implemented Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) or Pyramid Model Framework (PMF).

Whereas, **NHED** is responsible for:
Developing, enhancing, and expanding a statewide system of support for, and providing training to, local educational agencies and schools.

Whereas, **NHED** desires to:
Implement an evidence-based, multi-tiered framework to improve behavioral outcomes and learning conditions for students in participating communities, and decrease risk factors for substance misuse.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding (MOU) to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. **DHHS** agrees to:



- A. Pay **NHED** the amount of \$562,000 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: *100% Other Funds. (Governor's Commission Funds)*



- B. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

2. The **NHED** agrees to:



- A. Perform the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B – Payment Terms, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective July 1, 2024, upon Governor and Executive Council approval through 6/30/2026. The Parties may extend the MOU for up to four (4) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least thirty (30) days prior to termination.
7. The Parties agree that the obligations, agreements, and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

14. New Hampshire Department of Health and Human Services

DocuSigned by:
Katja S. Fox
ED0006984663442

Signature

Director

Title
Katja S. Fox

Print Name

5/28/2024

Date

15. New Hampshire Department of Education

Frank Edelblut

Signature

Commissioner of Education

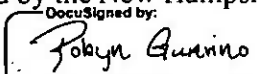
Title
Frank Edelblut

Print Name

05/24/2024

Date

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By:  On: 5/29/2024
[Name of Assistant Attorney General] Date

Approved by the Governor and Executive Council

By: _____ On: _____
Date

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit A – State Agency Responsibilities

1. RESPONSIBILITIES OF DHHS

1.1. DHHS agrees to:

- 1.1.1. Provide funding from the Governor's Commission funds to NHED to support NH school districts with exploring or expanding the Multi-Tiered System of Supports for Behavioral Health and Wellness (MTSS-B) or Pyramid Model Framework (PMF).

2. RESPONSIBILITIES OF NHED

2.1. NHED agrees to:

- 2.1.1. Use the funding provided by the DHHS from the Governor's Commission funds to support NH school districts with exploring the feasibility of, or expanding previously implemented MTSS-B or PMF and providing access to adequate training and materials to implement evidence-based or research-informed universal prevention and targeted intervention strategies that will assist in reducing risk factors and strengthening protective factors for students at risk for substance misuse.
- 2.1.2. Perform the steps of exploration and expansion including:
 - 2.1.2.1. Mobilizing a district-level team to engage in exploration/expansion of MTSS-B or PMF;
 - 2.1.2.2. Examining school and community data;
 - 2.1.2.3. Evaluating and increasing community partnerships;
 - 2.1.2.4. Assessing and aligning other school/district initiatives;
 - 2.1.2.5. Completing the NH Schoolwide Substance Misuse Prevention Fidelity Tool and other relevant MTSS-B fidelity tools, provided by NHED; and
 - 2.1.2.6. Determining next steps in adopting or expanding MTSS-B or PMF.
- 2.1.3. Utilize universal and targeted prevention strategies, which may include, but are not limited to:
 - 2.1.3.1. Lifeskills Training (LST).
 - 2.1.3.2. Positive Action.
 - 2.1.3.3. Good Behavior Game (GBG).
 - 2.1.3.4. Social-emotional learning curricula or practices.
- 2.1.4. Provide technical assistance to NH school district grant recipients on ways to reduce risk factors and strengthen protective factors of substance use disorders for youth through implementation of universal and targeted prevention strategies within a tiered prevention framework (MTSS-B or PMF).
- 2.1.5. Provide a mid-term and final summary on the progress of the use of funds to the Governor's Commission and to the DHHS. Data provided in these summaries must be aggregated and not include any personally identifiable information or other confidential information and must evaluate the following anticipated outcomes:

- 2.1.5.1. The number of schools and districts that have engaged in each step of the MTSS-B or PMF exploration and expansion process, as specified in 2.1.1., and their completion of associated implementation tasks;
- 2.1.5.2. The number of evidence-based universal prevention and targeted intervention strategies supported by awarded funds;
- 2.1.5.3. The number of other universal prevention and targeted intervention strategies supported by awarded funds;
- 2.1.5.4. The number of staff trained, and the number of students impacted by supported strategies;
- 2.1.5.5. The number of collaborating community partner districts to support implementation of selected strategies;
- 2.1.5.6. The number of local policies and/or procedures revised or established as a result of the grant;
- 2.1.5.7. Fidelity to best practices in schoolwide substance misuse prevention at all implementing school sites, as measured through administration of the Schoolwide Substance Misuse Prevention Fidelity Tool, and other relevant MTSS-B fidelity tools; and
- 2.1.5.8. Make funds available to local education agencies for program implementation and maintenance through an application process.

State of New Hampshire
Interagency Memorandum of Understanding
Exhibit B – Payment Terms

1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to NHED shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
2. The NHED shall take appropriate steps to accept and expend the funds provided within the project period. The NHED agrees to submit quarterly invoices to the DHHS for costs incurred.
3. The NHED shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the first month of the following quarter. The NHED shall:
 - 3.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
 - 3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 3.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 3.4. Ensure the invoice is completed, dated, and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov, or invoices may be mailed to:
 - Financial Manager
 - Department of Health and Human Services
 - 129 Pleasant Street
 - Concord, NH 03301
5. DHHS shall make payment to the NHED within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
7. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that the source of funds are reduced or become unavailable.
8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.