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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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February 1, 2022

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 **Retroactive** Memorandum of Understanding with the New Hampshire Department of State (VC#177885), Concord, NH, to complete activities related to the National Vital Statistics System Modernization project, in the amount of \$1,350,000, effective retroactive to August 1, 2021, upon Governor and Council approval, through July 31, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023 and are anticipated to be available in State Fiscal Year 2024 upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-90-903010-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, TBD

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183547	\$675,000
2023	102-500731	Contracts for Prog Svc	90183547	\$675,000
2024	102-500731	Contracts for Prog Svc	90183547	\$0
			Total	\$1,350,000

EXPLANATION

The Department needed the Division of Vital Records Administration to begin completing enhancements to the State's vital records system in August 2021 per Centers for Disease Control grant requirements and requested reporting metrics. This request is **Retroactive** because the Department did not have the approved funding available to support these services until January 14, 2022. The Division of Vital Records Administration is completing these required activities to enhance the vital records system to assist the system interoperability enhancement for the Data Modernization project in accordance with federal and state statutes.

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The purpose of this request is for the Department of Health and Human Services to provide funding to the Department of State to support the Division of Vital Records Administration activities related to the National Vital Statistics System Modernization Initiative.

Vital records, particularly birth and death records are the foundation for understanding the health of our population. The National Vital Statistics System Data Modernization Initiative is part of a national effort to create integrated, real-time public health data and vital records. This MOU between the Department of Health and Human Services and the Department of State will assist the State in moving towards faster, more automated sharing of vital statistics between the Departments and with federal partners as allowed by RSA 5-C.

The Department will monitor services by ensuring the Contractor developed a core data modernization infrastructure and provides periodically updates on the progress.

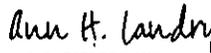
Should the Governor and Council not authorize this request, the Department will be unable to conduct instrumental upgrades to strengthen data reporting, management, and analytics across vital records and public health systems.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.323 FAIN #NU50CK000522

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

AND

NEW HAMPSHIRE DEPARTMENT OF STATE

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services, Division of Public Health Services (hereinafter referred to as "DHHS"), 29 Hazen Drive, Concord, NH 03301 and the New Hampshire Department of State, Division of Vital Records Administration (hereinafter referred to as "DOS") 9 Ratification Way, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to support DOS activities related to the National Vital Statistics System (NVSS) Modernization Project, using 100% federal grant funds. The federal funds were received via CK19-1904 – COVID-19 Supplemental Funds – 'Data Modernization – COVID' grant through the "Coronavirus Aid, Relief, and Economic Security Act" or the "CARES Act" of 2020 from the Centers for Disease Control and Prevention (CDC) to support New Hampshire Vital Records Statistical Data System modernization implementation. Modernizing the New Hampshire Vital Records Statistical Data System will allow for faster, more automated sharing of vital statistics between the State of New Hampshire and national levels, including the Centers for Disease Control and Prevention (CDC), National Center for Health Statistics (NCHS), National Vital Statistics Systems (NVSS), and Association of Public Health Laboratories (APHL).
- 1.3. The DHHS is the only recipient of all Epidemiology and Laboratory Capacity (ELC) for Prevention and Control of Emerging Infectious Disease Cooperative Agreements, including CK19-1904 – COVID-19 Supplemental Funds – "Data Modernization – COVID" grant. The DOS is a sub-recipient under this award. The DHHS is responsible for reporting financial expenditures and unliquidated obligations monthly.
- 1.4. This MOU addresses an important development and implementation of Fast Healthcare Interoperability Resources (FHIR)-based interoperability between New Hampshire's electronic vital registration systems and the NCHS. Funding will be used for the DOS to complete the vital statistics modernization project, which implements FHIR-based interoperability with NCHS. The Parties will comply with all grant requirements.
- 1.5. Furthermore, the purpose of this MOU is to set forth roles and responsibilities of both the DHHS and the DOS related to collaboration on the ELC Data Modernization grant. The funding period is August 01, 2021 – July 31, 2023 with all invoices paid by August 31, 2023.

2. TERM

- 2.1. Effective date: This MOU is retroactively effective to August 1, 2021 upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through July 31, 2023.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.

Memorandum of Understanding Between DHHS and NH Department of State Data Modernization for New Hampshire Vital Records Statistics System

- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, the Department of State shall deliver to the DHHS, 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 that DOS fails to provide the services or fulfill the prescribed outcomes described within this MOU, the DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE DEPARTMENT OF STATE

3.1. The DOS agrees to:

- 3.1.1. Provide a draft implementation plan to the CDC by November 5th, 2021 (90 days after award received) to be reviewed by NCHS and inform the DPHS when a draft implementation plan is submitted.
- 3.1.2. Develop a project plan and timeline for implementation of HL7 FHIR-based interoperability with NCHS. The DOS will work collaboratively with NCHS to establish a realistic timeline during the development and implementation period to align with New Hampshire's capabilities, with a goal of having most recipients ready to support FHIR-based interoperability within one year of the end of the funding period of this project.
- 3.1.3. Develop and maintain technical capacity and systems needed to implement FHIR-based interoperability with NCHS and any other optional modernization work to be undertaken with this funding. Development will be conducted in a phased approach that aligns with the timeline each recipient has developed in conjunction with NCHS. Development will include, but not be limited to:
- 3.1.3.1. Making necessary upgrades to existing systems to support FHIR standards and record-level messaging.
- 3.1.3.2. Implementing indirect application programming interfaces (APIs) to support sending and receipt of FHIR messages.
- 3.1.3.3. Engaging in testing and piloting between receipt Electronic Death Registration System (EDRS) and NCHS.
- 3.1.3.4. Once CDC has determined that New Hampshire is ready for production interoperability between EDRS and NCHS, successfully completing a series of tests to demonstrate readiness before approval to send NCHS data using FHIR in production.
- 3.1.3.5. Once New Hampshire has been approved for production, sending data using FHIR and cease using the legacy feed.
- 3.1.4. Participate in the NVSS Modernization Community of Practice and attend the monthly NVSS Modernization Community of Practice call. The DOS shall:
- 3.1.4.1. Report a list with the topic and date of the NVSS Modernization Community of Practice call via CDC REDCap on a quarterly basis.

Memorandum of Understanding Between DHHS and NH Department of State Data Modernization for New Hampshire Vital Records Statistics System

- 3.1.4.2. Report information used and knowledge gained from the call via CDC REDCap on a quarterly basis.
- 3.1.5. Participate in Connectathon(s) or other interoperability testing events.
 - 3.1.5.1. Report a list of connectathons participated in, including the dates of the connectathon and what was being tested via CDC REDCap on a quarterly basis.
 - 3.1.5.2. Report progress made and lessons learned during the connectathon/testing process and whether the demonstration was successful via CDC REDCap on a quarterly basis.
- 3.1.6. Report quarterly progress reports on milestones in approved work plans via CDC REDCap.
- 3.1.7. Report quarterly performance measure data or summary via CDC REDCap.
- 3.1.8. Report annual Progress report (APR) via CDC REDCap.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:
 - 4.1.1. Administer the CDC's Cooperative Agreements of CK 19-1904 – COVID-19 Supplemental Funds – 'Data Modernization – COVID' grant.
 - 4.1.2. Subject to the DOS's compliance with the terms and conditions of this MOU, DHHS shall transfer funds to DOS upon the receipt of the invoices, for up to a maximum of \$675,000 in SFY 2022 and \$675,000 in SFY 2023.
 - 4.1.3. Serve as the Principal Investigator for the Cooperative Agreement and ensure that the Cooperative Agreement funds budgeted for the DOS will be paid to the DOS through an interagency transfer approved by Governor and Executive Council. Such funds will enable the DOS to carry out the identified responsibilities of the Cooperative Agreement.
 - 4.1.4. Provide access to the DOS to the 'Monitoring' page in the CDC REDCap for the Data Modernization award for reporting work plan milestone progress, performance measures, and other required updates.
 - 4.1.5. Monitor the activities of the Cooperative Agreement as outlined in the Cooperative Agreement work plan.
 - 4.1.6. Collaborate with the DOS to obtain data and information necessary for monitoring the Cooperative Agreement and developing and writing any required reports.
 - 4.1.7. Attend and/or participate in any CDC-required meetings, trainings or presentations.
 - 4.1.8. Ensure that progress reporting and performance measure requirements, as well as expenditures and unliquidated obligations requested by the CDC are provided to the CDC.

Memorandum of Understanding Between DHHS and NH Department of State Data Modernization for New Hampshire Vital Records Statistics System

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this MOU from DHHS to DOS shall not exceed \$675,000 in State Fiscal Year 2022, and \$675,000 in State Fiscal Year 2023 with one hundred percent (100%) of those costs covered by funds provided by the CDC. The DHHS will not be responsible for any expenses or costs incurred by the DOS, in excess of the above amounts under this MOU prior to August 01, 2021, nor past the end date of July 31, 2023.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU, and shall be in accordance with the approved line item.
- 5.3. The DOS shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The DOS shall:
 - 5.3.1. Ensure the invoice is presented in a form that is provided by DHHS or is otherwise acceptable to DHHS.
 - 5.3.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3.3. 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.
 - 5.3.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
- 5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Division of Public Health Services
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
- 5.5. The DHHS shall make payment to the DOS within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 5.6. 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.
- 5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. The DHHS shall not be required to transfer funds from any other source in the event that funds from CK19-1904 – COVID-19 Supplemental Funds – 'Data Modernization – COVID' grant are reduced or become unavailable.
- 5.8. The Parties may agree in writing 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, without obtaining approval of the Governor and Executive Council, if needed and justified.

**Memorandum of Understanding Between DHHS and NH Department of State
Data Modernization for New Hampshire Vital Records Statistics System**

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

- 6.1. In connection with the performance of this MOU, the Parties will not exchange any confidential information of any type, including but not limited to
 - 6.1.1. protected health information as defined in HIPAA 45 CFR Section 160.03;
 - 6.1.2. personally identifiable information; and
 - 6.1.3. any type of information that may be used to determine, distinguish or trace an individual's identity.
- 6.2. In connection with the performance of this MOU, the DHHS and the DOS shall comply with RSA 5-C:9 VI., RSA 126:24-C, and all other applicable laws and regulations.
- 6.3. The DOS shall take appropriate steps to accept and expend the funds provided within the project period as required by the CDC. In the event of an early termination of this MOU for any other reason than the completion of services, the DOS shall deliver to DHHS, 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 services and/or prescribed outcomes described within this MOU are not accepted by NCHS under the Guidance ELC-Data Modernization-COVID, this Agreement may be subject to termination and any remaining funds may be forfeited. Termination shall be submitted in writing to the DOS and will require the DOS to deliver a final Termination Report as described above.
- 6.4. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.5. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.6. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.7. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 6.8. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.9. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

**Memorandum of Understanding Between DHHS and NH Department of State
Data Modernization for New Hampshire Vital Records Statistics System**

APPROVALS:

DocuSigned by:
Patricia M. Tilley
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Patricia M. Tilley, Director
NH Department of Health and Human Services
Division of Public Health

2/1/2022

Date

David M. Scarián

David M. Scarián, Secretary of State
NH Department of State

1/14/2022

Date

Denise M. Gonyer

Denise M. Gonyer, State Registrar
NH Department of State
Division of Vital Records Administration

1/18/2022

Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino
Title: Attorney

2/1/2022

Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name:
Title:

Date