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

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Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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August 23, 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 Department of Justice (VC#177877-B001), Concord, NH, in the amount of \$363,802, to collect data related to opioid overdose deaths, with the option to renew for up to two (2) additional years, effective retroactive to September 1, 2022, upon Governor and Council approval, through August 31, 2024. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025 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.

05-95-90-902010-5040000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	085-588520	Inter-agency Transfer out of Fed Fn	90050402	\$151,584
2024	085-588520	Inter-agency Transfer out of Fed Fn	90050402	\$181,901
2025	085-588520	Inter-agency Transfer out of Fed Fn	90050402	\$30,317
			Total	\$363,802

EXPLANATION

This request is **Retroactive** because additional time was needed to negotiate and finalize the Memorandum of Understanding prior to the Department of Health and Human Services and Department of Justice reaching mutually acceptable terms. The Department initiated the Memorandum of Understanding process with the Department of Justice in July 2022. The Department is requesting this item be retroactive to September 1, 2022 to ensure that there is no lapse in services being provided to the public.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The purpose of this request is for the Department of Justice to provide data to the Department regarding accidental opioid overdose deaths.

The Department will support two (2) Department of Justice staff, a 45% full-time equivalent Planning Analyst-Data Systems and 50% full-time equivalent Program Specialist II. The Department of Justice will provide desk space, computers and software, and staff supervision. In addition, they will provide the Department with access to reports related to accidental overdose deaths for abstraction into the Center for Disease Control and Prevention hosted National Violent Death Reporting System website for State Unintentional Drug Overdose Reporting Systems of the Overdose Data to Action Grant. The Department of Justice staff will participate in project-related meetings, quality control of the data, and assist with preparation of required grant documents related to State Unintentional Drug Overdose Reporting Systems in conjunction with staff from DHHS. Department of Justice staff will have access to personally identifiable information to allow for matching the death certificate data to compile reports, which will then be abstracted for program and other uses. The State Unintentional Drug Overdose Reporting Systems information abstracted into the National Violent Death Reporting System is completely de-identified. The staff are full time employees of the Department of Justice, Office of the Chief Medical Examiner, and the remaining percentages of their salaries/benefits are paid for by the National Violent Death Reporting System Grant. The Department of Justice-Office of the Chief Medical Examiner also subcontracts with National Medical Services Lab, as a requirement of this grant to conduct testing of samples in suspected overdose-related cases.

The Department will monitor services by reviewing the data analysis and reports completed by the Department of Justice staff.

As referenced in Section 2. Term, Subsection 2.2. Duration, of the attached agreement, 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, the Department will not have access to comprehensive data on accidental overdose deaths, which will impede efforts to understand the opioid epidemic in our state. Without complete and comprehensive data related to the opioid epidemic, prevention programs will not have the required context to create actionable reporting and overdose prevention strategies.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.136, FAIN # NU17CE924984

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. Shibinette
Commissioner

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

AND

DEPARTMENT OF JUSTICE

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME) (DOJ OCME or OCME) 33 Capital Street, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties related to collaboration on the Centers for Disease Control and Prevention (CDC), "Overdose Data to Action" (OD2A) Grant, Strategy 2. The OD2A Grant, Strategy 2 requires the collection of data related to accidental overdose deaths in New Hampshire from death certificates, medical examiner reports, and toxicology reports, for the purpose of investigation and data collection as allowed by RSA 611-B:11 for the State Unintentional Drug Overdose Reporting System (SUDORS).
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable state and federal laws and regulations, and relevant agreements or memorandum of understanding relating to access and use of the data and data systems.

2. TERM

- 2.1. Effective date: This MOU is effective retroactively starting September 1, 2022, upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through August 31, 2024. The Parties may extend the MOU for up to two (2) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 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 DOJ 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 the services and/or prescribed outcomes described within this MOU are not provided or met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE DEPARTMENT OF JUSTICE

- 3.1. The Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME), (DOJ OCME or OCME) shall request, obtain, and/or maintain access to information regarding accidental and/or undetermined manner drug overdose deaths for the purpose of investigation and data collection as allowed by RSA 611-B:11 for the State Unintentional Drug Overdose Reporting System (SUDORS) using the Secure Access

Memorandum of Understanding Between DHHS and DOJ

Management Services (SAMS) password protected de-identified data collection website, in accordance with the "Overdose Data to Action" Grant (OD2A) Center for Disease Control (CDC) Grant. Data shall be gathered from required sources, including, but not limited to:

- 3.1.1. Vital records' death certificate data from the DHHS Electronic Data Warehouse (EDW) database.
 - 3.1.2. Law enforcement reports (not required, to be included if available).
 - 3.1.3. Medical Examiner files.
 - 3.1.4. Toxicology reports.
 - 3.1.5. Other available databases as needed and according to specific requirements and protocols for each database.
- 3.2. The DOJ OCME shall utilize the grant funds for budgeted project-related expenses and activities as outlined in the grant budget, as approved in advance by the Governor and Executive Council. The DOJ will be reimbursed for these expenses through an interagency transfer, which will enable the OCME to carry out the identified responsibilities of this grant.
- 3.3. The DOJ OCME staff, shall create, hire and/or maintain the following positions to work on the OD2A Grant until August 31, 2024 or until the following positions have been transferred to DHHS and a Data Sharing Agreement is in place between the DHHS and the DOJ OCME:
- 3.3.1. A Planning Analyst-Data Systems, (Lead Abstractor) and a- Program Specialist II, (Assistant Abstractor) described in Subsection 3.3.2. Both positions shall be supervised by the OCME Chief Forensic Investigator. The salary and benefits for this position will funded by DHHS as grantee of the CDC from 2 grants as follows: 0.45 full-time equivalent (FTE) hours under the OD2A Grant and 0.55 (FTE) under the National Violent Death Reporting System (NVDRS) Grant.
 - 3.3.2. The Assistant Abstractor, salary and benefits will be funded by DHHS as grantee of the CDC from 2 grants as follows: 0.50 FTE under the OD2A Grant, and 0.50 FTE under the NVDRS Grant.
- 3.4. The Lead Abstractor, shall collaborate with the Maternal and Child Health (MCH) Section Principal Investigator(PI), Injury Prevention Surveillance Analysts, and Opioid Overdose Surveillance Coordinator, to carry out the requirements of the grant, which include, but are not limited to:
- 3.4.1. Abstracting the data from the sources above into the CDC provided NVDRS;
 - 3.4.2. Generating analysis and formulating reports;
 - 3.4.3. Attending any CDC-required trainings, meetings, and participating in presentations;
 - 3.4.4. Assisting in writing the budget justification and project narrative for the next project period;

Memorandum of Understanding Between DHHS and DOJ

- 3.4.5. Cooperating with the MCH Principal Investigator on any project – related quality assurance activities as outlined in the grant narrative and work plan;
 - 3.4.6. Disseminating information gathered to the public and stakeholders as appropriate. All disseminated data is de-identified and does not include personally identifiable information (PII); and
 - 3.4.7. Participating in and ensuring the participation of the Assistant Abstractor, Program Specialist II, described in Subsection 3.3.2., all DHHS required Information Security and Privacy training, and signed the DHHS Business Use and Confidentiality Agreement (BUCA) prior to accessing any data or website.
- 3.5. The DOJ OCME Chief Forensic Investigator will supervise the Lead Abstractor in carrying out the required responsibilities of the grant.
 - 3.6. The Lead Abstractor, and Assistant Abstractor will meet monthly, and on an as needed basis, with DHHS' Principal Investigator, Injury Prevention Surveillance Analysts, and Opioid Overdose Surveillance Coordinator to discuss the grant activities carried out by the MCH and OCME staff.
 - 3.7. The DOJ OCME shall provide a secure space for the Lead Abstractor and Assistant Abstractor only when requested for manual collection of data and ensure that the proper confidentiality forms and trainings required by DHHS are completed.
 - 3.8. The DOJ OCME shall allow the Lead Abstractor, and Assistant Abstractor access to Medical Examiners Records, Toxicology, other reports, and databases at OCME related to opioid involved deaths for abstraction into the NVDRS data collection website.
 - 3.9. The Lead Abstractor, Planning Analyst/Data Systems, Assistant Abstractor, and Chief Forensic Investigator will be allowed to utilize funds approved by the CDC to travel to the required Annual Grantees meeting and other related in-state and out-of-state conferences and training noted in the budget justification. Any remaining funds in the travel budget may be utilized for additional conferences and trainings that may be offered during the grant year.
 - 3.9.1. The Lead Abstractor, will meet monthly with DOJ-OCME Financial Management Staff to review spending related to the OD2A Grant.
 - 3.9.2. The DOJ shall submit monthly invoices to DHHS for related OD2A Grant expenses.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS shall accept and administer the CDC Grant of New Hampshire's Overdose Date to Action Grant (OD2A) as it relates to this MOU.
- 4.2. The DHHS Injury Prevention Program Manager shall serve as the Principal Investigator for the grant and shall assist DOJ staff by:
 - 4.2.1. Overseeing the project, to ensure communications between the CDC and DHHS/DOJ project staff is maintained, and continuation grant applications are submitted.

Memorandum of Understanding Between DHHS and DOJ

- 4.3. The DHHS shall hire and maintain an Injury Prevention Surveillance Analyst and an Opioid Overdose Surveillance Coordinator to assist in opioid overdose related data queries, quality assurance, on time data upload to NVDRS System, stakeholder coordination, program evaluation, and data dissemination through reports and presentations, and grant writing.
 - 4.3.1. The DHHS Opioid Overdose Surveillance Coordinator shall coordinate additional activities; ensuring timely delivery of Emergency Department data; assisting with quality assurance checks on SUDORS data; drafting of contracts; and other daily administrative duties related to the OD2A Grant.
 - 4.3.2. The DHHS Injury Prevention Surveillance Analyst shall collect death certificate data related to this grant from the DHHS EDW; perform case initiation by uploading death data to the NVDRS website; and hand deliver the death data to the Planning Analyst at OCME on a password protected flash drive. The data uploaded to the NVDRS website shall not include any personally identifiable information (PPI).
- 4.4. The DHHS shall ensure that the grant funds budgeted for the DOJ OCME will be paid to the DOJ-OCME through an interagency transfer approved by Governor and Executive Council. Such funds will enable the OCME to carry out the identified responsibilities of the grant, including the continued funding of the Planning Analyst-Data Systems and the new Program Assistant III positions.
- 4.5. The DHHS shall make payment to the DOJ OCME, to provide these funds to defray the cost of:
 - 4.5.1. Toxicology testing on opioid-involved accidental and undetermined manner deaths;
 - 4.5.1.1. Funding for toxicology testing in the amount of \$51,527 which is required by the CDC under OD2A Strategy 2.
 - 4.5.2. Travel to instate meetings, training, and required out-of-state conferences;
 - 4.5.3. Salary and benefits for the Lead Abstractor, and Assistant Abstractor; and
 - 4.5.4. Office Supplies and other expenses approved by the CDC in the OD2A budget justification.
- 4.6. The DHHS shall provide monthly payments to the DOJ upon receipt of an approved invoice based on actual costs incurred by the OCME.
- 4.7. The DHHS shall monitor the activities of the grant as outlined in the grant work plan.
- 4.8. The DHHS shall meet monthly, and on an as needed basis, with the OCME staff to discuss the grant activities carried out by the OCME staff.
- 4.9. The DHHS shall ensure that any data reporting requirements requested by the CDC are provided to the CDC.
- 4.10. The DHHS shall work with the OCME staff to obtain data and information necessary for monitoring the grant and developing and writing any required reports.
- 4.11. The DHHS shall attend and/or participate in any CDC required meetings, trainings or presentations with the OCME staff, as appropriate.

Memorandum of Understanding Between DHHS and DOJ

- 4.12. The DHHS shall query the New Hampshire Vital Records Death Certificate data from the DHHS EDW at least once every thirty (30) days consistent with the provisions of the MOU between DHHS and the Secretary of State, Division of Vital Records, dated (2021). The query shall include violent death and opioid-involved death cases appropriate for data entry into the NVDRS password protected data collection website. Cases shall be initiated by entering the collected data into the website. The lists shall then be provided to the OCME Planning Analysts/Data Systems for additional case abstraction at that time.
 - 4.13. The DHHS shall cooperate with the OCME to carry out any quality assurance activities as outlined in the grant narrative and/or work plan and consistent with DHHS Confidentiality and Information Security Policies.
 - 4.14. The DHHS shall work with the OCME to ensure that all opioid-involved deaths are reviewed within three (3) months of the death.
 - 4.15. The DHHS shall work with the OCME Lead Abstractor, in disseminating information gathered to the public and stakeholders, as appropriate under state and federal laws and regulations.
 - 4.16. Workspace to seat the Lead Abstractor and Assistant Abstractor, will be provided at the DHHS, 29 Hazen Drive, Concord, NH, near the Injury Prevention Program staff. The Lead Abstractor and Assistant Abstractor will remain DOJ OCME staff members until their transfer to the DHHS is completed and a Data Sharing Agreement between DHHS and the DOJ OCME has been approved.
 - 4.17. In the event that the Lead Abstractor, and Assistant Abstractor workspace is at DHHS, 29 Hazen Drive, Concord, NH, DHHS shall provide training in building, and Division confidentiality and security policies and practices for access and work at DHHS.
- 5. PAYMENT TERMS**
- 5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOJ shall not exceed \$151,584 in State Fiscal Year 2023, \$181,901 in State Fiscal Year 2024 and \$30,317 in State Fiscal Year 2025, depending on the availability of funds awarded by the CDC.
 - 5.2. The DOJ agrees to submit monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
 - 5.3. The DOJ shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The DOJ 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.

Memorandum of Understanding Between DHHS and DOJ

- 5.4. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

- 5.5. DHHS shall make payment to the DOJ 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 DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of CDC funds. DHHS shall not be required to transfer funds from any other source in the event that funds from CDC are reduced or become unavailable.
- 5.8. 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.

6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES

- 6.1. This MOU will remain in place until the two (2) OCME staff have been transferred to the DHHS, and a Data Sharing Agreement (DSA) between the DHHS and the DOJ OMCE has been approved. After the DSA has been approved, this MOU will be reviewed for amendment or termination.
- 6.2. 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.
- 6.3. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.4. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.5. 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.
- 6.6. 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.
- 6.7. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and DOJ

APPROVALS:

DocuSigned by:
Patricia M. Tilley

 Lori A. Shibbinette
 Commissioner
 NH Department of Health and Human Services

9/7/2022

 Date

J. M. Formella

 John M. Formella
 Attorney General
 NH Department of Justice

9/13/22

 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 A. Guarino

 Robyn A. Guarino
 Attorney
 NH Department of Justice

9/7/2022

 Date

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

 Name:
 Title:

 Date