



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

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September 2, 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 \$273,460 for the collection of data related to violent deaths, with the option to renew for up to two (2) additional years, effective 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.

05-95-90-902010-1869 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF COMM & HEALTH SERV, NAT VIOLENT DEALTH RPT SY-NVDRS – 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	085-588520	Inter-agency Transfer out of Fed Fn	90001869	\$113,942
2024	085-588520	Inter-agency Transfer out of Fed Fn	90001869	\$136,730
2025	085-588520	Inter-agency Transfer out of Fed Fn	90001869	\$22,788
			Total	\$273,460

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.

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The purpose of this request is for the Department to enter into a Memorandum of Understanding with the Department of Justice to collaborate on the National Violent Death Reporting System (NVDRS) project. The Department's Division of Public Health Services administers the program and staff at the Department of Justice's Office of Chief Medical Examiner hire and maintain the Lead Abstractor and Assistant Abstractor positions. These positions oversee the data collection and abstraction required for the NVDRS grant deliverables.

De-identified case data is entered into National Violent Death Reporting System under the statutory authority of the Office of Chief Medical Examiner and managed by the Centers for Disease Control and Prevention. No personally identifiable information is used. National Violent Death Reporting System collects facts from death certificates, coroner/medical examiner reports, law enforcement reports, and toxicology reports into one anonymous database. Data elements collected provide valuable context about violent deaths and help identify patterns. Decision-makers and program planners can use this unique source of comprehensive information to develop and tailor violence prevention efforts.

The Department of Justice Lead Abstractor and Assistant Abstractor will collaborate with Department staff, complete required reporting, attend Centers for Disease Control and Prevention required trainings and meetings, and will work closely with the National Violent Death Reporting System Principal Investigator at the Department on any project related quality assurance activities. In addition, the Department of Justice will collaborate with the Principal Investigator by responding to data requests, generating analysis and reports; and assisting in preparing annual grant continuation applications, budgets, work plans, and program evaluations.

The activities and deliverables in this Memo of Understanding include: data management services; requesting, abstracting, and entering case information of all accidental and undetermined manner of death; generating data for analysis and reports; working with appropriate Division of Public Health Services and Office of Chief Medical Examiner staff to edit and disseminate reports; and Centers for Disease Control and Prevention required trainings, meetings, and participating in presentations.

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, New Hampshire may not be able to comply with the fundamental requirements of the National Violent Death Reporting System project and ultimately impede efforts to inform the development, implementation, and evaluation of violence prevention strategies.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE924939.

In the event that the Federal 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, OFFICE OF THE CHIEF MEDICAL EXAMINER

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) on behalf of the Office of the Chief Medical Examiner (OCME), 246 Pleasant Street, Suite 218, Concord, NH 03301-2598 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties pertaining to the Centers for Disease Control and Prevention (CDC), Collecting Violent Death Information Using the National Violent Death Reporting System (NVDRS) Grant. NVDRS is a state-based surveillance system that uses CDC guidelines and a CDC web-based data entry system to link data from death certificates from Coroner/Medical Examiner reports, including toxicology reports and Law Enforcement reports, to assist the State in designing and implementing tailored prevention and intervention efforts.
- 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 Department of Justice 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 violent deaths for the purpose of investigation and data collection as allowed

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by RSA 611-B:11 for the National Violent Death Reporting System (NVDRS) using the Secure Access Management Services (SAMS) password protected de-identified data collection website, in accordance with the National Violent Death Reporting System (NVDRS) 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.
 - 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 OCME 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 agrees to hire and/or maintain the following positions to work on the NVDRS 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-OMCE:
- 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 be funded by DHHS as grantee of the CDC from two (2) grants, as follows: 0.45 full-time equivalent (FTE) hours under the CDC's Overdose Data to Action Grant (OD2A) Grant and 0.55 FTE under the CDC's NVDRS Grant. The role of the Lead Abstractor in relation to the NVDRS Grant includes, but is not limited to:
 - 3.3.1.1.1. Overseeing the data collection and report abstraction required for the NVDRS grant deliverables.
 - 3.3.1.1.2. Collaborating with the DHHS staff who provide list of violent deaths from death certificate to ensure the list is correct and complete.
 - 3.3.1.1.3. Abstracting required reports into the CDC hosted NVDRS data collection website.
 - 3.3.1.1.4. Attending CDC-required trainings and meetings, and participating in presentations.
 - 3.3.1.1.5. Cooperating with the NVDRS Principal Investigator (PI) at DHHS in the Maternal and Child Health Section (MCH), Injury Prevention Program (IPP) on any project related quality assurance activities as outlined in the cooperative agreement narrative and work plan.

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- 3.3.1.1.6. Collaborating with the PI by responding to data requests, generating analysis and reports; and assisting in preparing annual grant continuation applications, budgets, work plans, and program evaluations.
- 3.3.1.1.7. Performing outreach to data providers, such as law enforcement officers, to improve the quality of the data they provide.
- 3.3.1.1.8. Participating in and ensuring the participation of the Assistant Abstractor, 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.
- 3.3.2. The Assistant Abstractor salary and benefits will be funded by DHHS as grantee of the CDC from two (2) grants, as follows: 0.50 FTE under the CDC's OD2A Grant, and 0.50 FTE under the CDC's NVDRS Grant. The role of this position in relation to the NVDRS Grant includes, but is not limited to:
 - 3.3.2.1.1. Requesting reports from law enforcement agencies.
 - 3.3.2.1.2. Scanning law enforcement, medical examiner, and toxicology reports into a secure storage system for access by the Lead Abstractor and Assistant Abstractor to review for abstraction.
 - 3.3.2.1.3. Abstracting reports into the CDC hosted NVDRS data collection website.
 - 3.3.2.1.4. Collaborating with the Department of Education to collect data in the event of or related to mass shooting events.
 - 3.3.2.1.5. Attending grant related meetings, trainings, and conferences.
 - 3.3.2.1.6. Collaborating with the DHHS staff who work on the NVDRS grant.
- 3.3.3. Ensure the Chief Forensic Investigator at the DOJ, OCME supervises the Lead Abstractor, and Assistant Abstractor, to ensure the required responsibilities of this MOU are carried out.
- 3.3.4. Facilitate work of the DOJ Lead Abstractor and Assistant Abstractor, as they may be required to: request, obtain, and/or maintain access to information regarding violent deaths including, but not limited to homicide, suicide, undetermined manner deaths, and all firearm deaths for the purpose of investigation and de-identified data collection as allowed by RSA 611-B:11 for NVDRS using the Secure Access Management Services (SAMS) password protected data collection website.
- 3.3.5. Ensure that the Lead Abstractor and Assistant Abstractor are permitted access to Medical Examiner Records, Toxicology, other reports as needed; and related data bases at the OCME related to suicides, homicides, and firearm deaths for abstraction into the NVDRS data collection website. All access shall be according to OCME confidentiality and information security policies, procedures and protocols, and RSA 611-B, as applicable.

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- 3.3.6. Ensure the Lead Abstractor and Assistant Abstractor utilize funds provided by DHHS for budgeted project-related expenses and activities as outlined in the project narrative and budget justification submitted to CDC.
- 3.3.7. Submit monthly invoices for related NVDRS grant expenses to DHHS.
- 3.3.8. 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.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:
 - 4.1.1. Accept and administer the grant funds award by CDC related to the 2021-2022 NVDRS project, and continuing into the 2022-2025 new project period.
 - 4.1.2. Assign a member of the Bureau of Maternal Child Health to serve as the Principal Investigator for the grant utilizing NVDRS in New Hampshire.
 - 4.1.3. Ensure that the awarded funds budgeted for the Lead Abstractor and the Assistant Abstractor working with DOJ OCME are paid to the DOJ OCME through an interagency transfer approved by Governor and Executive Council. Such funds will enable the DOJ,OCME to carry out the identified responsibilities in this MOU.
 - 4.1.4. Provide monthly payment to DOJ OCME upon receipt of an approved invoice based on actual costs incurred by the DOJ OCME.
 - 4.1.5. Assist the DOJ OCME staff with project implementation.
 - 4.1.6. Monitor the activities as outlined in the project narrative's work plan accepted by the CDC.
 - 4.1.7. Meet monthly, and on an as needed basis, with the OCME staff to discuss the work plan activities carried out by the OCME staff.
 - 4.1.8. Provide the CDC with data according to their data reporting requirements.
 - 4.1.9. Work with the OCME staff to obtain data and information necessary for monitoring the grant requirement and developing and writing any required reports.
 - 4.1.10. Attend/participate in any CDC-required meetings, trainings, or presentations with the OCME staff, as appropriate.
 - 4.1.11. Query the New Hampshire Vital Records Death Certificate data from the 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 deaths (homicide, suicide, undetermined manner deaths, and all firearm deaths) for data entry into the NVDRS password protected data collection website. Cases shall be initiated by entering the collected data into the website. The data provided to DOJ OCME by DHHS from the query shall be uploaded to the NVDRS website shall not include any personally identifiable information.

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- 4.1.12. Cooperate with the OCME to carry out any quality assurance activities as outlined in the project narrative and/or work plan and consistent with DHHS Confidentiality and Information Security Policies.
- 4.1.13. Work with the OCME staff to ensure that all violent deaths (homicide, suicide, undetermined manner deaths and all firearm deaths) are reviewed within three months of the death.
- 4.1.14. Work with the OCME Lead Abstractor and Assistant Abstractor in disseminating information gathered to the public and stakeholders as appropriate under state and federal laws and regulations.
- 4.1.15. 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 the DHHS and the DOJ OCME has been approved.
- 4.1.16. 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, OCME shall not exceed \$113,942 in State Fiscal Year 2023 \$136,730 in State Fiscal Year 2024, and \$22,788 in State Fiscal Year 2025.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. The DOJ OCME shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month. The DOJ,OCME 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 DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

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

- 5.5. DHHS shall make payment to the DOJ OCME 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.

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APPROVALS:

DocuSigned by:
Patricia M. Tilley
Lori A. Shibinette
Commissioner
NH Department of Health and Human Services

9/7/2022
Date

John M. Formella
John M. Formella
Attorney General
NH Department of Justice

9/3/22
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 Guarino
Name: Robyn Guarino
Title: Attorney

9/8/2022
Date

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

Name:
Title:

Date