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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. Weaver  
Commissioner

Patricia M. Tilley  
Director

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September 5, 2023

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 memorandum of understanding with New Hampshire Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME) (Vendor#177877-B001), Concord, NH, in the amount of \$52,049 to monitor the incidence, trends, and characteristics of Sudden Unexpected Infant Death and Sudden Death in the Young, with the option to renew for up to three (3) additional years, effective September 30, 2023, upon Governor and Council approval, through September 29, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, 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.

**05-95-90-902010-59060000 - HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY AND NUTRITION, SUID CASE REGISTRY**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	085-588520	Transfer of Other State Agencies	90080098	\$10,590
2024	085-588520	Transfer of Other State Agencies	90200001	\$7,060
2025	085-588520	Transfer of Other State Agencies	90080098	\$15,389
2025	085-588520	Transfer of Other State Agencies	90200001	\$10,260
2026	085-588520	Transfer of Other State Agencies	90080098	\$5,250
2026	085-588520	Transfer of Other State Agencies	90200001	\$3,500
			<b>Total</b>	<b>\$52,049</b>

### **EXPLANATION**

The purpose of this request is for the New Hampshire Department of Justice (DOJ) Office of Chief Medical Examiner (OCME) and the Department of Health and Human Services to partner on the Sudden Unexpected Infant Death and Sudden Death in the Young Case Registry Project. The purpose of this MOU is to establish the authority and methods by which DOJ and the Department monitor trends, incidences and describe demographic and environmental factors related to these untimely and tragic deaths in accordance with State laws.

Sudden unexpected infant deaths (SUID) often happen during sleep or in the infant's sleep area, and include sudden infant death syndrome, accidental suffocation, and other unknown causes. Sudden deaths in the young (SDY) are deaths in children and youth who are believed to be in stable health or with acute illnesses that would not be expected to cause death. The New Hampshire Sudden Unexpected Infant Death/Sudden Death in the Young Program is required by RSA 132:41 which requires review of all sudden and unexpected deaths for infants, children, and young adults. In partnership with the multi-disciplinary New Hampshire Child Fatality Review Committee, data and analysis from OCME and the Department through this MOU are used with individual case reviews to identify opportunities to reduce infant and child mortality and morbidity. The SUID and SDY case registry does not include deaths by homicides, suicides, firearm-related fatalities, accidental or intentional drug overdose deaths, or terminal illness for which the death was reasonably expected to occur within six months.

As referenced in Section 5 of the attached agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Executive Council not approve this request, the State's ability to address and monitor Sudden Unexpected Infant Death and Sudden Death in the Young will be significantly diminished in efforts to reduce child mortality. The Sudden Unexpected Infant Death and Sudden Death in the Youth Program will not be able to monitor incidences and characteristics of children death in New Hampshire, and will have restricted access to pertinent case information for the Sudden Unexpected Infant Death and Sudden Death in the Youth case reviews.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.946, FAIN # NU38DP000012.

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. Weaver  
Commissioner

## **State of New Hampshire**

### **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 Justice (DOJ) Office of Chief Medical Examiner (OCME) [“DOJ/OCME”] is a duly constituted agency or branch of government of the State of New Hampshire;

**Whereas**, pursuant to RSA-132:41, **DHHS** is responsible for:  
Administrative support to the committee and to invite any expert or member of the public to committee meetings.

**Whereas**, **DHHS** desires to:

Improve surveillance systems to monitor incidence and characteristics of Sudden Unexpected Infant Death (SUID) and Sudden Death in the Young (SDY) following the National Center for Fatality Review and Prevention Protocols. The project will help the State understand incidence, trends, and characteristics of SUID and SDY.

**Whereas**, pursuant to RSA 134:41, **DOJ/OCME** is responsible for:  
See Appendix A - State Agency Responsibilities

**NOW, THEREFORE**, the parties enter into this Memorandum of Understanding 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 **DOJ/OCME** the amount of \$52,049 for the services described in the attached MOU Exhibit A – State Agency Responsibilities, which is hereby incorporated by reference.

Payment shall be provided from: *The Centers for Disease Control and Prevention (CDC) for the Sudden Unexpected Infant Death (SUID)/Sudden Death in the Young (SDY) Case Registry Project grant in New Hampshire. DHHS, in collaboration with the DOJ/OCME, is one of the twenty-three states or institutions that received this funding, which is available through September 29, 2025.*

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

2. The **DOJ/OCME** agrees to:

- A. Pay **DHHS** the amount of \$0.00 for the services described in the attached MOU Exhibit A – State Agency

Responsibilities, which is hereby incorporated by reference.

- B. 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 -9/30/2023, upon Governor and Executive Council approval until 9/29/2025. The Parties may extend the MOU for up to three (3) 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. In connection with the performance of this MOU, the DHHS and the DOJ/OCME will comply with all applicable laws and regulations, including but not limited to RSA 611-B.
  11. 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.
  12. 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.
  13. 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.
  14. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

**15. New Hampshire Department of Health and Human Services**

DocuSigned by:  
*Patricia M. Tilley*  
Signature

9/5/2023  
Date

Director  
Title

Patricia Tilley  
Print Name

DocuSigned by:  
*Ann H. Landry*  
Signature

9/5/2023  
Date

Commissioner  
Title

Lori Weaver  
Print Name

**16. New Hampshire Department of Justice, Office of Chief Medical Examiner**

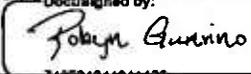
*Kathleen Carr*  
Signature

09/01/2023  
Date

Director of Administration  
Title

Kathleen Carr  
Print Name

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

By:  \_\_\_\_\_ On: 9/5/2023  
[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. Accept and administer the CDC's Cooperative Agreement for the the Sudden Unexpected Infant Death (SUID)/Sudden Death in the Young (SDY) Case Registry Project.
- 1.1.2. Serve as the Principal Investigator/Project Manager for the CDC Cooperative Agreement.
- 1.1.3. Monitor the activities of the CDC Cooperative Agreement as outlined in the CDC Cooperative Agreement work plan.
- 1.1.4. Provide the DOJ/OCME with funding in the amount of \$17,650 in State Fiscal Year (SFY) 24, \$25,649 in SFY 25 and \$8,750 in SFY 26 to fund the part-time services of a Project Data Clerk II and a part-time Planning/Analyst to contribute to expenses necessary for the implementation of this project, as set forth in the project budget.
- 1.1.5. Transfer funds to the DOJ upon receipt of approved invoices, for up to a maximum price limitation of \$52,049, subject to the DOJ's compliance with the terms and conditions of this MOU.
- 1.1.6. Ensure that the CDC Cooperative Agreement funds budgeted for the DOJ will be paid through an interagency transfer approved by Governor and Executive Council. Such funds will enable the DOJ to carry out the identified responsibilities of the CDC Cooperative Agreement.
- 1.1.7. Assist the DOJ staff with project implementation.
- 1.1.8. Meet with DOJ/OCME staff monthly or as indicated to discuss the CDC Cooperative Agreement activities carried out by the DOJ/OCME staff.
- 1.1.9. Collaborate with the DOJ to obtain data and information necessary for monitoring the CDC Cooperative Agreement and developing and writing any required reports.
- 1.1.10. Attend and/or participate in any CDC-required meetings, trainings, or presentations with the DOJ/OCME staff as appropriate.
- 1.1.11. Ensure that any data reporting requirements requested by the CDC are provided to the CDC.
- 1.1.12. Obtain Vital Record information and newborn screening test results for the data collection of any infants and children through age 19 who die suddenly and unexpectedly as of September 30, 2023 through September 29, 2025, upon request from the OCME.
- 1.1.13. Carry out any quality assurance activities as outlined in the CDC Cooperative Agreement narrative and/or work plan.
- 1.1.14. Work with the OCME staff to ensure that all sudden and unexpected deaths of infants and children through age nineteen (excluding homicides, suicides, all firearm-related fatalities, accidental or intentional drug overdose deaths, or terminal illness for which the death was reasonably expected to occur within six month) are reviewed within four months of the death or determination of the final diagnosis, by a multidisciplinary death review group.

1.1.15. Chair the SUID/SDY case review group.

1.1.16. Work with the Child Fatality Review Committee as indicated.

**2. RESPONSIBILITIES OF THE DEPARTMENT OF JUSTICE, OFFICE OF THE CHIEF MEDICAL EXAMINER:**

**2.1. Office of Chief Medical Examiner agrees to:**

2.1.1. Utilize the funding provided by DHHS to fund a part-time Data Clerk II and a part-time Planning/Analyst, as outlined in the CDC Cooperative Agreement application and job descriptions.

2.1.2. Ensure that the Chief Medical Examiner or Chief Forensic Investigator supervises the Data Clerk II and Planning/Analyst in order to carry out the required responsibilities of the CDC Cooperative Agreement.

2.1.3. Request and obtain access to information related to all sudden and unexpected deaths in infants and children up to age nineteen (excluding homicides, suicides, all firearm-related fatalities, accidental or intentional drug overdose deaths, or terminal illness for which the death was reasonably expected to occur within six months) as of September 30, 2023 through September 29, 2025, in accordance with RSA 611-B:11. Sources of information will include, but not be limited to:

2.1.3.1. Death scene investigation forms and reports;

2.1.3.2. Pathology and autopsy reports;

2.1.3.3. Medical records;

2.1.3.4. Infant medical records since birth, including newborn screening results, birth certificates, and maternal prenatal and obstetric records;

2.1.3.5. Social service records, law enforcement records, and protective service records.

2.1.4. Contact the families of the deceased as necessary for more detailed family and medical history as required by the CDC.

2.1.5. Obtain parental consent for submission of DNA samples to be sent to a national bio repository for inclusion in the National Institute of Health's supported research on deaths related to cardiac and seizure disorders.

2.1.6. Collaborate with the Project Director to carry out the requirements of the CDC Cooperative Agreement, including requesting and collecting the various data elements of the case and entering the data into the SUID/SDY secure web-based Case Registry.

2.1.7. Cooperate with the Project Director on any project-related quality assurance activities as outlined in the CDC Cooperative Agreement narrative and work plan.

2.1.8. Generate data for analysis and reports and work with DHHS staff to formulate the reports.

2.1.9. Attend any CDC-required trainings and meetings, and participate in presentations.

2.1.10. Medical Examiner to attend the SUID/SDY case reviews, as schedule allows.

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

1. DHHS will not be responsible for any expenses or costs incurred by the DOJ/OCME under this Agreement prior to September 30, 2023, nor past the end date of September 29, 2025.
2. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOJ/OCME shall not exceed the amount specified in Form MOU 1, Interagency Memorandum of Understanding, Section 1, Subsection A.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU, as specified in Exhibit A – State Agency Responsibilities, and in accordance with Table 1, below:

*Table 1 – Fiscal Breakdown by State Fiscal Year*

State Fiscal Year	Total Amount
2024	\$17,650
2025	\$25,649
2026	\$8,750
<b>TOTAL</b>	<b>\$52,049</b>

4. The State Agency shall submit an invoice and supporting documents to DHHS quarterly. The State Agency shall:
  - 4.1. Submit the invoice in a format provided by DHHS or that is otherwise acceptable to DHHS.
  - 4.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month(s).
  - 4.3. 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.
  - 4.4. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
5. In lieu of hard copies, all invoices with supporting documentation may be assigned an electronic signature and emailed to [DPHSCContractBilling@dhhs.nh.gov](mailto:DPHSCContractBilling@dhhs.nh.gov), or invoices may be mailed to:

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

6. DHHS shall make payment to the State Agency within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. 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.
8. 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:
9. 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.