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

Lori A. Weaver
 Commissioner

Patricia M. Tilley
 Director

29 HAZEN DRIVE, CONCORD, NH 03301
 603-271-4501 1-800-852-3345 Ext. 4501
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

October 24, 2023

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Contingent upon Governor and Council approval of the corresponding amendment to FIS 23-024, transferring funds in the amount of \$263,000, approved by the Fiscal Committee on October 19, 2023 (FIS 23-296), authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing memorandum of agreement with New Hampshire Department of Safety (VC#177878), Concord, NH, to add funding and expand the scope to services for specialty services programs administered by the DOS Bureau of Emergency Medical Services, by increasing the price limitation by \$207,765 from \$600,000 to \$807,765 with no change to the contract completion date of May 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on September 15, 2021, item #9G and most recently amended with Governor and Council approval on June 28, 2023, item #71.

Funds are available in the following account for State Fiscal Year 2024 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.

**05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF HHS: PUBLIC HEALTH DIVISION, BUREAU OF HEALTHCARE ACCESS, EQUITY
 & POLICY, PH COVID-19 HEALTH DISPARITIES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	085-588523	Contracts for Opr Svc	90577150	\$170,932	\$0	\$170,932
2023	085-588523	Contracts for Opr Svc	90577150	\$189,068	\$0	\$189,068
2023	085-588523	Contracts for Opr Svc	90577100	\$210,932	\$0	\$210,932
2024	085-588523	Contracts for Opr Svc	90577150	\$29,068	\$207,765	\$236,833
			Subtotal	\$600,000	\$207,765	\$807,765

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

EXPLANATION

The purpose of this request is to provide funding to the DOS Bureau of Emergency Medical Services to purchase a Mobile Integrated Healthcare Module for the Trauma Emergency Medical Services Information System and to fund training needed for certifications in critical care transportation and flight paramedicine for rural Emergency Medical Services personnel.

Approximately 1,744 individuals through the Mobile Integrated Healthcare and 46,540 individuals through the Inter-facility Transportation program, which includes 1,260 Critical Care Transports (CCT) and 8,510 Paramedic interfacility transports, will be served annually.

The Trauma Emergency Medical Services Information System will provide data on the impact of Mobile Integrated Healthcare visits on outcomes for patients. Mobile Integrated Healthcare visits ensure that patients have access to their medications, food to support continued wellness, and understand how to implement home care instructions. These visits have been shown in other states to reduce costs to the healthcare system by reducing utilization of emergency services and hospital care. The Trauma Emergency Medical Services Information System will be utilized to understand the cost and utilization impact to the State. Training for rural EMS providers will ensure equitable access to emergency care for New Hampshire residents.

The Department will monitor services by:

- Meeting at least monthly with the Bureau of Emergency Medical Services, Specialty Services Coordinator.
- Reviewing quarterly reports of number of services delivered.
- Reviewing data briefs and analysis of cost savings as a result of Mobile Integrated Healthcare, Inter-facility Transportation, and Critical Care Transportation efforts.

As referenced in Section 2. Term, Subparagraph 2.2. Duration, of the original MOU, 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. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, tracking the impact of Mobile Integrated Healthcare on the State will be reduced, essential training and certifications will not be funded, reducing the number of individuals certified to provide supports and services to people residing in New Hampshire, and costs of care will continue on their current trajectory.

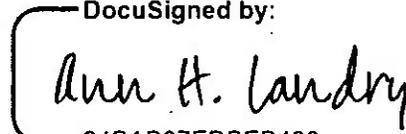
Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.391 FAIN #NH750T000031

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:



24BAB37EDBEB488...
Lori A. Weaver

Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Emergency Specialty Services Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and the New Hampshire Department of Safety ("DOS") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on September 15, 2021 (Item 9G), as amended on June 28, 2023 (Item #71), the parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to Section 2. Term, the MOU may be amended upon written agreement at any time, subject to appropriate State approval; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$807,765
2. Modify the MOU, Subsection 3.2 Responsibilities of the New Hampshire Department of Safety, Subsection 3.2, to read:

3.2. Submit invoices to the DHHS for actual expenditures incurred in the fulfillment of this Agreement, in accordance with the approved line items as specified in Exhibit A-1, SFY 2022 Budget through Exhibit A-3, SFY 2024 Budget, Amendment #2.
3. Modify the MOU, Section 3. Responsibilities of the New Hampshire Department of Safety, by adding Subsections 3.1.11. through 3.1.12, to read:

3.1.11 Utilize a Trauma Emergency Medical Services Information System understands the cost and utilization impact of Mobile Integrated Healthcare to the State.

3.1.12 Provide foundational emergency medical services personnel coursework; Critical Care Transportation and flight paramedic transportation certification for paramedics.
4. Modify the MOU, Section 4. Responsibilities of the New Hampshire Department of Health and Human Services, Subsection 4.1, to read:

4.1.1. Provide funding to the DOS, through the Center for Disease Control COVID Disparities Grant, for the fulfillment of the services in this MOU, not to exceed \$807,765.
5. Add Exhibit A-3.1, SFY 2024 Budget- Amendment #2, which is attached and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/10/2023
Date

DocuSigned by:
Patricia Tilley

Name: Patricia Tilley
Title: Director, Division of Public Health Services

State of New Hampshire
Department of Safety

10/5/23
Date

Robert Quinn

Name: Robert Quinn
Title: Commissioner

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

OFFICE OF THE ATTORNEY GENERAL

10/10/2023

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit A-3.1, SFY 2024 Budget-
Amendment #2

New Hampshire Department of Health and Human Services	
Contractor Name:	Department of Safety
Budget Request for:	Emergency Specialtiy Services
Budget Period	Upon GC Approval to June 30, 2024
Indirect Cost Rate (if applicable)	0
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment	direct cost rate cannot be applied \$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$207,765
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$0
Total Indirect Costs	\$0
TOTAL	\$207,765

Contractor Initial: RL

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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
Interim Commissioner

Patricia M. Tilley
Director

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June 7, 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 an amendment to a Memorandum of Understanding (MOU) with the New Hampshire Department of Safety (VC #177878), Concord, NH to continue supporting Mobile Integrated Healthcare and Inter-facility Transportation work in the specialty services section administered by the Bureau of Emergency Medical Services through staffing support and conducting related trainings, by exercising a renewal option, by increasing the price limitation by \$200,000 from \$400,000 to \$600,000 and extending the completion date from September 30, 2023 to May 31, 2024, effective upon Governor and Council approval. 100% Federal Funds.

The original Memorandum of Understanding was approved by Governor and Council on September 15, 2021, item #9G.

Funds are available in the following account for State Fiscal Year 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.

**05-95-90-901010-57710000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF POLICY AND PERFORMANCE, PH
COVID-19 HEALTH DISPARITIES**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	085-508523	Contracts for Opr Svc	90577150	\$170,932	\$0	\$170,932
2023	085-508523	Contracts for Opr Svc	90577150	\$69,068	\$120,000	\$189,068
2023	085-508523	Contracts for Opr Svc	90577100	\$130,932	\$80,000	\$210,932
2024	085-508523	Contracts for Opr Svc	90577150	\$29,068	\$0	\$29,068
			Total	\$400,000	\$200,000	\$600,000

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

EXPLANATION

The purpose of this request is to allow the Department of Safety (DOS) to continue providing staffing support to the Department of Health and Human Services (DHHS) for the provision of emergency specialty services through May 31, 2024, and to purchase a renewal of the Trauma Emergency Medical Services Information System (TEMSIS), and the Mobile Integrated Healthcare (MIH) module, to enhance the utilization and interoperability of data collected on patients seen in MIH visits. The DOS is responsible for licensing and certification of individuals and agencies who can provide MIH services. In addition, the DOS will improve data quality through regular review and standardization of language. The Department will support the costs for training and educational materials, as well as related travel expenses, for the enhancement of MIH and Inter-facility Transportation (IFT).

The DOS MIH program reduces the number of ambulance transports and admission to hospitals by preventing the exacerbation of medical illnesses with preventive care typically provided in the home. The DOS IFT program assists communities by moving patients to the most appropriate level of medical care for their diagnosis and treatment. These resources include access to Paramedic IFT and Critical Care Transports.

MIH programs at the local level improve care for individuals with complex medical conditions, which is especially important in rural communities where specialty health care may be difficult to access.

The Department will continue to monitor the MOU by collecting information from Emergency Medical Services regarding:

- The number of Emergency Medical Services agencies and/or hospitals engaged in discussions on Mobile Integrated Healthcare and Inter-Facility Transport;
- Identification of barriers and challenges experienced in completing activities; and
- Information on new MIH programs that begin, and are then deemed "unsustainable" by stakeholders.

As referenced in Section 2. Term, Subparagraph 2.2. Duration, of the original MOU, 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. The Department is exercising its option to renew services for eight (8) months of the two (2) years available.

Should the Governor and Council not authorize this request, the Department would lack the resources to sustain the efforts focused on MIH and IFT, and insufficient funding to purchase a module that will help quantify the impact from new MIH programs.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number 93.391, FAIN NH75OT000031.

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

Respectfully submitted,



 Lori A. Weaver
Interim Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Emergency Specialty Services Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and the New Hampshire Department of Safety ("DOS") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on September 15, 2021 (Item 9G), the parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to Section 2. Term, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the MOU and set forth herein, the Parties hereto agree to amend as follows:

1. Modify the MOU, Section 2. Term, Subsection 2.2. Duration, to read:
 - 2.2. Duration: The duration of this MOU is from the Effective Date through May 31, 2024. The Parties may extend the MOU for up to one (1) year and four (4) months, upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
2. Modify the MOU, Section 3. Responsibilities of the New Hampshire Department of Safety, Subsection 3.2, to read:
 - 3.2. Submit invoices to the DHHS for actual expenditures incurred in the fulfillment of this Agreement, in accordance with the approved line items as specified in Exhibit A-1, SFY 2022 Budget through Exhibit A-3, SFY 2024 Budget.
 - 3.2.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to: DPHSCContractBilling@dhhs.nh.gov.
3. Modify the MOU, Section 3. Responsibilities of the New Hampshire Department of Safety, by adding Subsections 3.1.8 through 3.1.10, to read:
 - 3.1.8. Enhance the utilization and interoperability of data collected on patients seen in mobile integrated healthcare visits for the Mobile Integrated Healthcare (MIH) module.
 - 3.1.9. Improve data quality through regular review and standardization of language.
 - 3.1.10 Support training and educational materials, as well as related travel expenses, for the enhancement of MIH and Inter-facility Transportation (IFT).
4. Modify the MOU, Section 4. Responsibilities of the New Hampshire Department of Health and Human Services, Subsection 4.1, to read:
 - 4.1.1. Provide funding to the DOS, through the Center for Disease Control COVID Disparities Grant, for the fulfillment of the services in this MOU, not to exceed \$600,000.
 - 4.1.2. Mail payment to:

NH Department of Safety
Bureau of Emergency Medical Services
33 Hazen Drive
Concord, NH 03301
Attn: Jeffrey Phillips
5. Add Exhibit A-2.1, SFY 2023 Budget-Amendment #1, which is attached and incorporated by reference herein.

All terms and conditions of the MOU not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/7/2023

Date

DocuSigned by:

Patricia M. Tilley

Name: Patricia M. Tilley

Title: Director

State of New Hampshire
Department of Safety

6/6/23
Date


Name: Robert L. Quinn
Title: Commissioner of Safety

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

OFFICE OF THE ATTORNEY GENERAL

6/7/2023

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit A-2.1, SFY 2023 Budget-Amendment #1

MOU-2022-OPHS-01-EMERG-01-A01

New Hampshire Department of Health and Human Services		
Contractor Name: <u>Department of Safety</u>		
Budget Request for: <u>Emergency Specialty Services</u>		
Budget Period: <u>7/1/2023 - 6/30/2023</u>		
Indirect Cost Rate (if applicable): <u>17.48%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
	\$0	\$0
1. <u>Medical & Therapies</u>		
	\$0	\$0
2. <u>Personnel Services</u>		
	\$0	\$0
3. <u>Consultants</u>		
	\$0	\$0
4. <u>Equipment</u> Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200	\$0	\$0
5.(a) <u>Supplies - Educational</u>	\$17,040	\$0
5.(b) <u>Supplies - Lab</u>	\$0	\$0
5.(c) <u>Supplies - Pharmacy</u>	\$0	\$0
5.(d) <u>Supplies - Medical</u>	\$0	\$0
5.(e) <u>Supplies - Office</u>	\$0	\$0
	\$0	\$0
6. <u>Travel</u>	\$9,815	\$0
	\$0	\$0
7. <u>Software</u>	\$80,135	\$0
	\$0	\$0
8. (A) <u>Other - Marketing/Communications</u>	\$0	\$0
	\$10,475	\$0
8. (B) <u>Other - Education and Training</u>		
8. (C) <u>Other - Other (specify below)</u>	\$0	\$0
<u>Aviation Expenses</u>	\$0	\$0
<u>Indirect Cost (Travel)</u>	\$0	\$0
<u>Contracts for IET Training Programs</u>	\$70,700	\$0
<u>Other Reimbursable Expenses</u>	\$0	\$0
	\$0	\$0
9. <u>Hybrid/Part Contracts</u>		
<u>Total Direct Costs</u>	\$184,295	\$0
<u>Total Indirect Costs</u>	\$1,735	\$0
TOTAL	\$186,030	\$0

Contractor Initials: RDG
Date: 6/16/23

407
MAC



Lori A. Stibbette
Comptroller

Patricia M. Tilley
Director

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

19 HAZEN DRIVE, CONCORD, NH 03301
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www.dhhs.nh.gov

August 26, 2021

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 the New Hampshire Department of Safety (VC#177878), Concord, NH, in the amount of \$400,000, to procure three (3) positions and conduct related trainings to support specialty services programs administered by the Bureau of Emergency Medical Services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 30, 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.

05-99-90-901010-57710000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	085-508523	Contracts for Opr Svc	90577150	\$170,932
2023	085-508523	Contracts for Opr Svc	90577150	\$200,000
2024	085-508523	Contracts for Opr Svc	90577150	\$29,068
			Total	\$400,000

EXPLANATION

The purpose of this Memorandum of Understanding is to establish the roles and responsibilities of the Department and the Department of Safety to better integrate local Emergency Medical Services personnel and resources into the larger healthcare system so that individuals with multiple chronic conditions or functional impairment can receive care and prevent unnecessary emergency department visits, hospital admissions and/or readmissions. The Bureau of Emergency Medical Services, the licensing body for Mobile Integrated Healthcare Services and for all Inter-Facility Transport agencies, will hire one (1) full time and two (2) part

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

time positions to educate and provide training to support the development of local Mobile Integrated Healthcare and Inter-Facility Transport programs.

The Department of Safety's Mobile Integrated Healthcare Program reduces the number of ambulance transports and admission to hospitals by preventing both the exacerbation of medical illness and/or acute trauma. The Department of Safety's Inter-Facility Transport Program assists communities by providing access to specialized transportation resources (Paramedic Inter-Facility Transport and Critical Care Transport) to individuals whose sickness and trauma cannot be prevented and require a higher level of care than the receiving facility can administer.

Mobile Integrated Healthcare Programs at the local level will improve care for individuals with complex medical conditions. This is especially important in rural communities where specialty health care may be hard to access. More than 5,500 licensed Emergency Medical Service (EMS) providers serving for the 295 units across the State will have the opportunity for additional training and education.

The Bureau of Emergency Medical Services will facilitate the hiring of the program coordinator positions and the specialty coordinator position, as soon as possible, with the goal of filling positions by December 31, 2021. Positions to be recruited for include:

- One (1) full-time, Specialty Services Coordinator;
- One (1) part-time, Mobile Integrated Healthcare Program Coordinator; and
- One (1) part-time, Inter-Facility Transport Program Coordinator.

The Bureau of Emergency Medical Services personnel shall provide an annual report of progress on both programs and meet bi-weekly with DHHS. The Bureau will support to Critical Access Hospitals and rural EMS agencies by:

- Ensuring quality-care of patients in the most appropriate facility or in pre-hospital settings;
- Connecting Critical Access Hospitals to agencies providing, or willing to provide Mobile Integrated Healthcare services as outlined within New Hampshire Patient Care Protocols;
- Supporting training, implementation, and partnerships with local Critical Access Hospitals for agencies seeking to begin Mobile Integrated Healthcare programming;

The Department will monitor the services by reviewing the following data elements:

- Obtaining the number of Emergency Medical Services agencies and/or hospitals engaged in discussions on Mobile Integrated Healthcare and Inter-Facility Transport;
- Identifying barriers and challenges experienced in completion of activities; and
- Reporting of any Mobile Integrated Healthcare Program that begins and is deemed "unsustainable" by stakeholders.

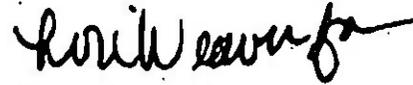
Should the Governor and Council not authorize this request, the Bureau of Emergency Medical Services would lack the resources and ability to grow the Mobile Integrated Healthcare Service and Inter-Facility Transport initiatives. The Department will not be able to complete the work plan submitted to the Centers for Disease Control and Prevention for this funding. Without these staffing resources, patient care in rural New Hampshire will not be appropriately supported and assisted by the Bureau of Emergency Medical Services to include additional evidence-based and high quality chronic disease care options through Mobile Integrated Healthcare initiatives.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide

Source of Federal Funds: CFDA #: 93.391, FAIN #: NH75OT000031

Respectfully submitted,



Lori A. Shilbette
Commissioner

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



AND

THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
MOU-2022-DPHS-01-EMERG

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 New Hampshire Department of Safety (DOS), 33 Hazen Drive, Concord, NH 03301 (referred to as the "Parties").
- 1.2. As a result of the COVID-19 pandemic, it is of the utmost importance that the public and businesses in the State of New Hampshire (NH) have adequate healthcare staffing resources to serve the public. To address this need, the Division of Public Health Services (DPHS) shall fund three positions at DOS which include: one (1) full-time Specialty Services Coordinator, one (1) part-time Mobile Integrated Healthcare (MIH) Program Coordinator, and one (1) part-time Inter-Facility Transfer (IFT) Program Coordinator.
- 1.3. The DOS's MIH program provides critical resources to communities, and reduces the amount of ambulance transports and admissions to hospitals by preventing both the exacerbation of medical illness and/or acute trauma. The DOS' IFT program assists the community by providing access to specialized transportation resources (Paramedic Inter-Facility Transport (PIFT) and Critical Care Transport (CCT)) to individuals whose sickness and trauma cannot be prevented and require a higher level of care than the receiving facility can handle. These positions support Critical Access Hospitals (CAH) to promote the proper care in the appropriate facility or in pre-hospital settings.
- 1.4. The purpose of this MOU is to set forth the roles and responsibilities of the DHHS and the DOS regarding the specialty services being provided by this funding, that fit most intuitively with the work that the Bureau of Emergency Medical Services (EMS) already conducts throughout the State of NH. EMS is the licensing body for MIH Service and for all of the IFT agencies. These two program coordinators and the specialty coordinator will serve interested agencies and provide services best by integrating into the existing EMS system.
- 1.5. In connection with the performance of this MOU, the DHHS and the DOS shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 30, 2023. The parties will include a two year renewal option, pending additional federal funding and achievement of performance measures.
- 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



**Memorandum of Understanding Between DHHS and DOS
MOU-2022-DPHS-01-EMERG**

completion of services, 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 the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF SAFETY

3.1. The DOS agrees to:

3.1.1. Facilitate the hiring of the program coordinator positions and the specialty coordinator position, as soon as possible, with a goal of filling positions by December 31, 2021, dependent upon EMSs capacity to temporarily support those salaries and benefits as approved by the Division of Personnel. EMS will provide bi-weekly updates to the DHHS on the recruitment and hiring process. Positions to be recruited for include:

3.1.1.1. One (1) full-time, Specialty Services Coordinator, responsible for all activities of the Specialty Services sub-section within the Clinical Systems section of the EMS, overseeing the development and execution of all Specialty Services to include, but not limited to: the MIH and IFT Programs.

3.1.1.2. One (1) part-time, Mobile Integrated Healthcare Program Coordinator, responsible for the coordination of MIH operations within NH including infrastructure; serving as the primary channel for internal and external MIH stakeholder communications; overseeing the MIH application process to ensure proper customer service transparency and efficiency; and continuously improving MIH operations and outcomes by utilizing evidence-based methods.

3.1.1.3. One (1) part-time, Inter-Facility Transport Program Coordinator, responsible for the coordination of a broad range of functions related to the development, management, and oversight of the State of NH's PIFT and CCT Programs. This includes, but is not limited to: advocacy and program development with other facilities and outside users; troubleshooting operational problems; and conducting training sessions.

3.1.2. Coordinate meetings as needed between interested CAHs and EMS agency/agencies to implement a MIH initiative and learn of the resources and technical assistance available to them.

3.1.3. Provide support to CAHs to promote the proper care in the appropriate facility or in pre-hospital settings.

3.1.4. Connect CAHs to agencies providing MIH or agencies that may partner to provide MIH support to hospital entities.

3.1.5. Support training, implementation, and partnership with local CAHs for agencies seeking to begin MIH programming.

3.1.6. Conduct bi-weekly meetings and provide updates on:

3.1.6.1. The status of the hiring process;



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- 3.1.6.2. The number of times outreach activities were conducted, including but not limited to: emails, phone calls, and/or mail to EMS agencies and/or CAHs; and
- 3.1.6.3. The status of planning or execution of any trainings or education sessions targeting MIH or IFT, including attendance for completed trainings and participants with respective agencies represented.
- 3.1.7. Report data twice annually on the following:
 - 3.1.7.1. The number of EMS agencies and/or hospitals engaged in discussions on MIH and IFT;
 - 3.1.7.2. Barriers or challenges experienced in completion of deliverables; and
 - 3.1.7.3. Indicate and/or disclose any MIH program that begins and is deemed "unsustainable" by stakeholders.
- 3.2. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits A-1, Budget through Exhibit A-3, Budget.
 - 3.2.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov; or invoices may be mailed to:

Lisa Cacciola, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Lisa.M.Cacciola@dhhs.nh.gov

4: RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:
 - 4.1.1. Provide funds through the Center for Disease Control (CDC) COVID Disparities Grant to recruit and hire three (3) positions assigned to the Bureau of EMS and shall ensure that the job descriptions meet the requirements of the Grant.
 - 4.1.2. Mail, or email, invoices to:

NH Department of Safety
Bureau of Emergency Medical Services
Attn: Jeffrey Phillips
33 Hazen Drive
Concord, NH 03301
Jeffrey.R.Phillips@dos.nh.gov

5: IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

- 5.1. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon COVID Disparities Grant funds from the Center of Disease Control (CDC) and Prevention. 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



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any other source in the event that COVID Disparities Grant funds from the Center of Disease Control (CDC) and Prevention are reduced or become unavailable:

- 5.1.1. 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.
- 5.2. Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 5.3. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 5.4. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 5.5. 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.
- 5.6. 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.
- 5.7. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

APPROVALS:



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

8.27.21

 Date



 Robert L. Quinn
 Commissioner
 NH Department of Safety

8/26/21

 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

8/30/21

 Date:



 Name:
 Title: CATHERINE PINOS
 Attorney



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

Date: _____

Name: _____
Title: _____

Exhibit A-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Department of Safety											
Project Title: Emergency Specialty Services											
Budget Period: 7/1/2021 - 6/30/2022											
Line Item	Total Program Cost			Contractor Share / Match			Funded by OMB's contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	67,178.00		67,178.00								
2. Employee Benefits	26,077.00		26,077.00								
3. Consultants	19,201.00		19,201.00								
4. Equipment	7,200.00		7,200.00								
Rental											
Repair and Maintenance											
Purchase/Replacement											
5. Supplies											
Chemicals											
Clothing											
Pharmacy											
Medical											
Office	1,125.00		1,125.00								
6. Travel	2,600.00		2,600.00								
7. Occupancy											
8. Current Expenses											
Telephone	4,950.00		4,950.00								
Postage											
Subscriptions											
Auto and Travel											
Insurance											
Apartment Expenses											
9. Services	1,200.00		1,200.00								
10. Rent (including utilities)											
11. Rent Emergency and Training	5,000.00		5,000.00								
12. Subcontractor Agreement	13,000.00		13,000.00								
13. Other (specify details mandatory)											
TOTAL	178,932.00		178,932.00								

Indirect As a Percent of Direct 0.0%

Table A-2, SFY 2023 Budget

New Hampshire Department of Health and Human Services									
Contractor Name: Department of Safety									
Project Title: Emergency Specialty Services									
Budget Period: 7/1/2022 - 6/30/2023									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share		
	Object	Indirect	Total	Direct	Indirect	Total	Object	Indirect	Total
1. Total Salaries/Wages	119,798.00		119,798.00						
7. Employee Benefits	36,776.00		36,776.00						
3. Consulting	13,218.00		13,218.00						
4. Equipment									
Rents									
Repair and Maintenance									
Purchase/Procurement									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office	1,300.00		1,300.00						
6. Travel	4,500.00		4,500.00						
7. Occupancy									
8. Current Expenses									
Telephone	8,800.00		8,800.00						
Postage									
Subscriptions									
Auto and Lease									
Insurance									
Borrow Expenses									
9. Software	1,500.00		1,500.00						
10. Marketing/Communications									
11. Staff Education and Training	1,000.00		1,000.00						
12. Subcontractor payments	11,600.00		11,600.00						
13. Other (specify details in narrative)									
TOTAL	208,004.00		208,004.00						
Indirect As A Percent of Direct 0.0%									

Exhibit A-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Department of Safety											
Project Title: Emergency Specialty Services											
Budget Period: 7/1/2023 - 6/30/2023											
Line Item	Total Program Cost			Contract Match / Match			Funded by OMB's contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	19,167.00		19,167.00								
2. Employee Benefits	5,276.00		5,276.00								
3. Computers											
4. Equipment											
Rent											
Repair and Maintenance											
Purchase/Replacement											
5. Supplies											
Educational											
Lab											
Pharmacy											
Medical											
Office	373.00		373.00								
6. Travel	509.00		509.00								
7. Contingency											
8. Current Expenses											
Telephone	1,836.00		1,836.00								
Printing											
Interagency											
Auto and Travel											
Insurance											
Board Expenses											
9. Software	1,500.00		1,500.00								
10. Mail and Communications											
11. Staff (Contractors and Temp)											
12. Subcontract/Agreements											
13. Other (specify state mandatory)											
TOTAL	21,668.00		21,668.00								

Included As a Portion of Effort

0.0%