



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

Lori A. Weaver
Commissioner

Iain N. Watt
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

August 5, 2024

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 (the Department), to amend an existing Memorandum of Understanding (MOU) with the Department of Justice, Office of the Chief Medical Examiner (DOJ) (VC# 200881), Concord, NH, to continue collecting data related to overdose deaths and violent deaths, by exercising a contract renewal option by increasing the price limitation by \$292,926 from \$363,802 to \$656,728 and extending the completion date from August 31, 2024 to August 31, 2026, effective September 1, 2024 upon Governor and Council approval. 100% Federal Funds.

The original MOU was approved by Governor and Council on September 21, 2022, item #12.

Funds are available in the following accounts for State Fiscal Years 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027 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 encumbrance 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 SVC, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH & NUTRITION, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$151,584	\$0	\$151,584
2024	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$181,901	\$0	\$181,901
2025	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$30,317	\$68,683	\$99,000

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

2026	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$0	\$177,044	\$177,044
2027	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$0	\$24,411	\$24,411
			<i>Subtotal</i>	\$363,802	\$270,138	\$633,940

05-95-90-902010-18690000 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF FAMILY HEALTH & NUTRITION, NAT VIOLENT DEATH RPT SY-NVDR

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	085-588520	Inter-Agency Transfer out of Fed Fn	90050402	\$0	\$22,788	\$22,788
			<i>Subtotal</i>	\$0	\$22,788	\$22,788
			Total	\$363,802	\$292,926	\$656,728

EXPLANATION

The purpose of this request is for the Department to continue collaborating with the DOJ to collect information related to accidental and undetermined manner overdoses and violent deaths in New Hampshire including suicides, homicides, and firearm-related deaths. Collaboration between the Department and DOJ supports the Overdose Data to Action in States (OD2A-S) grant and the National Violent Death Reporting Systems (NVDRS) grant.

The Department will provide funding to the DOJ to support two (2) staff positions including a Planning Analyst and a Deputy Chief Forensic Investigator. In addition, funding will support enhanced toxicology testing and reports on overdose death cases. Department and DOJ staff will participate in project meetings and assist with the preparation of required, de-identifiable grant reporting utilizing the National Violent Death Reporting System and OD2A-S State Unintentional Drug Overdose Reporting System.

DHHS will monitor the MOU through:

- Program activity updates provided by DOJ staff during Quarterly OD2A-S partner meetings and meetings with Department staff as needed to discuss OD2A-S and NVDRS grant activities.
- Quarterly laboratory testing reports, annual performance reports, and other required documentation.

As referenced in Section 2. Term, Subsection 2.2. Duration, of the original MOU, the parties have the option to extend the MOU for up to two (2) additional years, contingent upon satisfactory delivery of services, availability of funding, and agreement of the parties and Governor

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

and Council approval. The Department is exercising its option to renew services for two (2) years, of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not have access to comprehensive data to support overdose, suicide, firearm related death, and domestic violence related death prevention strategies.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.136, FAIN NU17CE010211.

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

Respectfully submitted,


for Lori A. Weaver
Commissioner

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

This Amendment to the Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality Memorandum of Understanding ("MOU") is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and Department of Justice ("DOJ") (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on September 21, 2022 (Item #12), 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; Subsection 2.3, Modification, 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 Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality MOU by replacing it in its entirety with Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality MOU – Amendment #1, which is attached hereto 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 September 1, 2024, 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

8/12/2024

Date

DocuSigned by:

Iain Watt

Name: Iain Watt

Title: Director - DPHS

New Hampshire Department of Justice

08/12/2024

Date

Kathleen Carr

Name: Kathleen Carr

Title: Director of Administration

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

OFFICE OF THE ATTORNEY GENERAL

8/13/2024

Date

Signed by:

Jessica King

Name: Jessica King

Title: Senior Assistant Attorney General

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:

MEMORANDUM OF UNDERSTANDING – Amendment #1
FOR
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality
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), Division of Public Health Services (DPHS), Maternal and Child Health Section (MCH), 129 Pleasant Street, Concord, NH 03301 and the New Hampshire Department of Justice (DOJ), Office of the Chief Medical Examiner (NH DOJ)(OCME-NH DOJ), 1 Granite Place South, Concord, NH 03301 (referred to as the "Parties").
 - 1.1.1. Specific staff within the DOJ, as described in Sections 3.6 and 3.7 below, henceforth referred to as "DOJ-OCME-STAFF."
 - 1.1.2. Specific DHHS staff described in Section 4.3 below, and noted in 3.7, henceforth referred to as "DHHS-STAFF."
- 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 in States (OD2A-S) Grant, Strategy 3, for data collection relative to accidental overdose deaths in New Hampshire from death certificates, medical examiner reports, and toxicology reports in accordance with RSA 611-B:11 and RSA 611-B:21.
- 1.3. Additionally, this MOU sets forth the roles and responsibilities of the Parties related to collaboration on the CDC National Violent Death Reporting System (NVDRS) Grant, for the data collection relative to violent deaths in New Hampshire including suicides, homicides, all manners of firearm-related deaths, and undetermined manner deaths from death certificates, medical examiner reports, toxicology reports, and police reports in accordance with RSA 611-B:11.
- 1.4. 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: September 1, 2022, as Retroactively approved by Governor and Council on September 21, 2022, Item #12.
- 2.2. Duration: The duration of this MOU is from the Effective Date through August 31, 2026.
- 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 NH DOJ shall deliver to DHHS, not later than thirty (30)

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

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, OFFICE OF THE CHIEF MEDICAL EXAMINER (DOJ-OCME-STAFF)

3.1. The DOJ-OCME-STAFF must request, obtain, and/or maintain access to information regarding accidental and/or undetermined manner drug overdose deaths and violent deaths for the purpose of investigation and data collection in accordance with RSA 611-B:11 for the State Unintentional Drug Overdose Reporting System (SUDORS) and the National Violent Death Reporting System (NVDRS), and save and store records on the secure, password protected VDRS.US "Sandbox" site (the Sandbox), for access by the DHHS Lead and Assistant Abstractor staff to complete case abstractions (part of the DHHS-STAFF). Data shall include, but is not limited to:

3.1.1. Medical Examiner files including:

3.1.1.1. Assistant Deputy Medical Examiner (ADME) death scene reports;

3.1.1.2. Autopsy reports;

3.1.1.3. Toxicology reports;

3.1.1.4. Other reports as available including, but not limited to:

3.1.1.4.1. Emergency Medical Services (EMS) reports.

3.1.1.4.2. Medical Reports.

3.1.1.4.3. Prescription Drug Monitoring Program data; and

3.1.2. Law enforcement reports, as available.

3.2. The reports listed in Section 3.1 will be posted on the Sandbox once per month. As data closeout deadlines approach, the Parties agree DHHS-STAFF Abstractors may contact the DOJ-OCME-STAFF to request reports before the usual monthly posting date.

3.3. The DOJ-OCME-STAFF must utilize grant funds for budgeted project-related expenses and activities as outlined in the grant budget, and as approved in advance by the Governor and Executive Council.

3.4. The DOJ-OCME-STAFF must be reimbursed for approved expenses through an interagency transfer, which will enable the DOJ-OCME-STAFF to execute responsibilities as identified in the OD2A-S grant.

3.5. The DOJ-OCME-STAFF services related to the NVDRS grant will be provided in-kind, without payment or reimbursement.

3.6. The DOJ-OCME-STAFF must hire and maintain two (2) staff positions to assist with posting reports on the Sandbox, and to act as a main contact with the DHHS-STAFF, as follows:

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

- 3.6.1. Deputy Chief Forensic Investigator, 15% FTE, to provide support at the Office of the Chief Medical Examiner, DOJ-OCME-STAFF by:
 - 3.6.1.1. Providing medical examiner reports and toxicology reports to the DHHS-STAFF Lead and Assistant Abstractor through the Sandbox monthly; and
 - 3.6.1.2. Researching and adding information that is missing from the Sandbox.
- 3.6.2. A Part-Time Data Analyst, 15% FTE, to provide the same functions included in 3.6.1, and
- 3.6.3. Assisting with required data analysis related to the Enhanced Toxicology Testing as specified in Section 3.7.6.
- 3.7. The DOJ-OCME-STAFF (Chief Forensic Investigator, Deputy Forensic Investigator, and Part-Time Data Analyst) must collaborate with the DHHS-STAFF: OD2A-S and NVDRS (Lead and Assistant Abstractors, Data Scientist, OD2A-S Surveillance Program Specialist, and Principal Investigators), to execute the requirements of the grants, which include, but are not limited to:
 - 3.7.1. Attending quarterly stakeholder meetings with DHHS-STAFF and any CDC-required trainings and meetings.
 - 3.7.2. Assisting with writing the budget justification, project narrative, work plan, and evaluation plan for each project period by working with the OD2A-S Surveillance Program Specialist, and NVDRS Principal Investigators.
 - 3.7.3. Collaborating with the DHHS-STAFF Lead Abstractor and/or Assistant Abstractor on project-related quality assurance activities as outlined in the grants' narratives and work plans.
 - 3.7.4. Collaborating with the Assistant Abstractor to research missing information or reports that should have been on the Sandbox for overdose or violent death cases.
 - 3.7.5. Collaborating with the DHHS-STAFF to update information on death certificates related to overdose or violent death cases.
 - 3.7.6. Possessing an understanding of the Enhanced Toxicology Testing requirement in the OD2A-S grant.
 - 3.7.7. Providing aggregated data including:
 - 3.7.7.1. The number of tests sent to National Medical Services (NMS) labs; and
 - 3.7.7.2. The number of tests positive for opioid and stimulant overdose death cases.
 - Note:** See "Appendix 4 – Amendment #1: Overdose Data to Action in States (OD2A-S) (CDC-RFA-CE23-2302)," attached hereto.
 - 3.7.8. Ensuring DOJ-OCME-STAFF responsible for work associated with these grants, as described in Subsection 3., participate in a DHHS required Information Security and Privacy training and sign a DHHS Business Use

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

and Confidentiality Agreement (BUCA) prior to accessing any data or website.

- 3.8. The DOJ-OCME-STAFF Chief Forensic Investigator must supervise the DOJ-OCME-STAFF to execute the required responsibilities of the grants and will collaborate with DHHS-STAFF as needed to ensure all responsibilities under the MOU are performed.
- 3.9. The DOJ-OCME-STAFF must meet quarterly, and on an as needed basis, with DHHS-STAFF who work on the OD2A-S and NVDRS grants to discuss the grant activities executed by the DHHS-STAFF and DOJ-OCME-STAFF.
- 3.10. The DOJ-OCME-STAFF must grant DHHS-STAFF permission, pursuant to NH RSA 611-B:21, to access the Sandbox for investigation of the deaths related to fulfilling the OD2A-S and NVDRS grants' requirements and to the data collected for the SUDORS and NVDRS data collection.
- 3.11. The DOJ-OCME-STAFF must grant access to the DHHS-STAFF Lead Abstractor, and Assistant Abstractor to Medical Examiners files as noted in 3.1 related to overdose involved deaths and violent deaths for abstraction to the SUDORS/NVDRS data collection website by posting them on the Sandbox.
- 3.12. The DOJ-OCME-STAFF must use OD2A-S grant funds for the licensing fee for the Lead Abstractor and the Assistant Abstractor working with DHHS-STAFF to access the Sandbox.
- 3.13. The DOJ-OCME-STAFF must assist the DHHS-STAFF Lead Abstractor and Assistant Abstractor with researching and adding case information that may be missing from the reports in the Sandbox. If there appears to be an error in the information on a report being abstracted, the abstractor will contact the DOJ-OCME-STAFF Data Analyst or Deputy Chief Forensic Investigator for clarification.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS-STAFF)

- 4.1. The DHHS-STAFF must accept and administer the New Hampshire CDC Overdose Data to Action in States (OD2A-S) grant and the National Violent Death Reporting System (NVDRS) grant as it relates to this MOU.
- 4.2. The DHHS-DPHS Director must appoint a Principal Investigator (PI) for the grants who shall assist with oversight of the projects to ensure communication is maintained between the CDC, DHHS and DOJ project staff.
- 4.3. The DHHS must hire and maintain DHHS-STAFF to support DOJ-OCME-STAFF functions related to the OD2A-S and NVDRS grant work, which shall include:
 - 4.3.1. One (1) Data Scientist, responsible for tasks including, but not limited to:
 - 4.3.1.1. Preparing a case list by querying New Hampshire vital records (VR) death certificate data to include fields specified by the OD2A-S SUDORS and NVDRS grants' instructions from the DHHS- Enterprise Business Intelligence System (EBI). This case list includes personally identifiable information (PII) to match to the reports provided by the DOJ-OCME-STAFF. The case list with

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

PII is stored on the inter-agency shared drive and shall only be access by authorized staff.

- 4.3.2. One (1) OD2A-S Surveillance Program Specialist, responsible for:
 - 4.3.2.1. Coordinating grant application deliverables;
 - 4.3.2.2. Assisting with quality assurance checks on SUDORS data;
 - 4.3.2.3. Drafting contracts and memorandums of understanding;
 - 4.3.2.4. Reviewing the SUDORS/NVDRS case list with the Lead Abstractor for any corrections needed before the case initiation process;
 - 4.3.2.5. Performing case initiation by uploading VR death data, not including PII, to the SUDORS/NVDRS website; and
 - 4.3.2.6. Other daily administrative duties related to the OD2A-S Grant.
- 4.3.3. SUDORS/NVDRS Lead Abstractor (Lead Abstractor), responsible for:
 - 4.3.3.1. Acting as Co-PI on the NVDRS grant;
 - 4.3.3.2. Acting as OD2A-S, Strategy 3 Lead related to SUDORS data collection and reports;
 - 4.3.3.3. Reviewing the New Hampshire vital records death case list on the inter-agency shared drive and comparing the list to the reports posted on the Sandbox;
 - 4.3.3.4. Primarily responsible for abstracting NVDRS cases;
 - 4.3.3.5. Abstracting the additional information in the reports on the Sandbox into the SUDORS/NVDRS website;
 - 4.3.3.6. Providing quality assurance checks on abstractions; and
 - 4.3.3.7. Responding to quality control reports from the CDC.
- 4.3.4. SUDORS/NVDRS Assistant Abstractor (Assistant Abstractor), responsible for:
 - 4.3.4.1. Reviewing the Vital Records case list on the inter-agency shared drive and comparing it to the reports posted on the Sandbox;
 - 4.3.4.2. Primarily responsible for abstracting SUDORS cases;
 - 4.3.4.3. Abstracting the additional information in the reports on the Sandbox into the SUDORS/NVDRS website; and
 - 4.3.4.4. Liaising with the DOJ-OCME-STAFF to request missing reports.
- 4.4. The DHHS-STAFF must ensure the grant funds will be paid to the DOJ-OCME-STAFF through an interagency transfer approved by Governor and Executive Council to enable the DOJ-OCME-STAFF to execute the identified responsibilities of the grant. The DHHS-STAFF shall continue to provide OD2A-S grant funding to DOJ-OCME-STAFF to provide funds to defray the cost of:
 - 4.4.1. Toxicology testing opioid-involved accidental and undermined-manner deaths; in an amount not to exceed \$62,250 per grant project year

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

- (September 1 to August 31) as required by the CDC under OD2A-S Strategy 3;
- 4.4.2. Salary and benefits for a maximum of two (2) DOJ-OCME-STAFF members equivalent to a maximum of 30% FTE (noted in 3.6.1 and 3.6.2);
 - 4.4.3. Office Supplies and other expenses approved by the CDC in the OD2A-S budget justification, and
 - 4.4.4. Monthly payments to the DOJ-OCME-STAFF upon receipt of DHHS-approved invoices based on actual costs incurred by the DOJ-OCME-STAFF.
- 4.5. The DHHS-STAFF must continue to provide OD2A-S grant funding to DOJ-OCME-STAFF for staffing and toxicology testing, and other related expenses.
 - 4.6. The DHHS-STAFF must monitor the activities of the grant as outlined in the grant work plan.
 - 4.7. The DHHS-STAFF must meet quarterly, and on an as needed basis, with the DOJ-OCME-STAFF to discuss the grant activities performed by the DOJ-OCME-STAFF.
 - 4.8. The DHHS-STAFF must ensure that all data reporting meets the grant requirements requested by the CDC and are provided to the CDC.
 - 4.9. The DHHS-STAFF must work with the DOJ-OCME-STAFF to obtain data and information necessary for monitoring the grant and developing and writing required reports.
 - 4.10. The DHHS-STAFF must attend and/or participate in any CDC required meetings, trainings or presentations with the DOJ-OCME-STAFF, as appropriate.
 - 4.11. The DHHS-STAFF must cooperate with the DOJ-OCME-STAFF to execute any quality assurance activities as outlined in the grant narrative and/or work plan and ensure data use is consistent with DHHS Confidentiality and Information Security Policies.
 - 4.12. The DHHS-STAFF must work with the DOJ-OCME-STAFF to ensure all accidental overdose deaths and violent deaths are reviewed to the satisfaction of the grants' requirements within three (3) months of the death.
 - 4.13. The DHHS-STAFF must ensure the Lead Abstractor and/or Assistant Abstractor assist the DOJ-OCME-STAFF staff (Chief Forensic Investigator) with preparing cases for the Overdose Fatality Review Commission in accordance with statute RSA 126-DD and the Suicide Fatality Review Commission.
 - 4.14. The DHHS-STAFF Lead Abstractor and OD2A Surveillance Program Specialist must only disseminate information gathered in de-identified and aggregated formats to the public and stakeholders, as appropriate, in collaboration with the Health Statistics and Data Management Section and the DHHS Public Information Office.
 - 4.15. The DHHS-STAFF must ensure reports developed including de-identified and aggregated data are saved on the inter-agency shared drive.

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available for reimbursement under this MOU from DHHS to DOJ-OCME shall not exceed \$656,728, upon the availability of funds as awarded by the CDC, as follows:

State Fiscal Year (SFY)	Amount
SFY 2023	\$151,584
SFY 2024	\$181,901
SFY 2025	\$121,788
SFY 2026	\$177,044
SFY 2027	\$24,411
TOTAL	\$656,728

- 5.2. The DOJ-OCME must submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The DOJ-OCME shall:
- 5.2.1. Ensure the invoice is presented utilizing a form provided by DHHS or is otherwise acceptable to DHHS;
 - 5.2.2. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month;
 - 5.2.3. 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; and
 - 5.2.4. Ensure the invoice is completed, dated and returned to DHHS with supporting documentation for authorized expenses, in order to initiate payment.
- 5.3. In lieu of hard copies, 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
- 5.4. DHHS must 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.
- 5.5. 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.
- 5.6. 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

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

not be required to transfer funds from any other source in the event that funds from CDC are reduced or become unavailable.

- 5.7. 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. The DHHS-STAFF and DOJ-OCME-STAFF are aware of the PII in each case that will be shared. PII may also be shared with the Department of State and Division of Vital Records to update or correct death certificates related to cases under review for this MOU. No PII shall be shared outside of these state entities.
- 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.

7. DATA SHARING

7.1. RESPONSIBILITIES OF THE PARTIES

7.1.1. Business Use and Disclosure of Confidential Information.

- 7.1.1.1. Each Party, including but not limited to its directors, officers, employees, and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of a term of the MOU, HIPAA, or any state or federal law applicable to the data shared or exchanged under the MOU.
- 7.1.1.2. In response to a request or demand for disclosure of the shared or exchanged Data on the basis that it is required by law, in response to a subpoena, etc., the Parties agree to first notify the data source agency to allow the agency an opportunity to seek the appropriate protection of the Confidential Information. This includes compliance with both HIPAA and 42 CFR Part 2 requirements.

Memorandum of Understanding – Amendment #1 Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality

- 7.1.1.3. Except in accordance with the MOU, the Parties and their End Users shall not authorize, disclose or findings based on or link the Confidential Data to other databases that would allow any re-identification of the individual, and shall not publish findings or listings unless authorized by the terms of the MOU. Any commercial use, i.e., sale, or distribution for profit of the Confidential Information is expressly prohibited under this Agreement.
- 7.1.1.4. The Parties agree that any Confidential Data inadvertently or unintentionally received shall be safeguarded and shall not be re-disclosed. There shall be no attempt to contact any individual identified by such disclosure. The recipient of the data shall immediately notify the other Party of any inadvertent or unintentional discovery, receipt, or disclosure of identifiable information.
- 7.1.1.5. In the event that use of the Confidential Data results in an individual being inadvertently identified, the either Party or its End User, the Agency source of the data shall be notified as stated in this Agreement, and there shall in no way make any direct or indirect contact with the individual for any purpose.
- 7.1.1.6. The Parties shall transmit, store, manage and destroy the data in accordance with the requirements of DoIT, and any specific requirements of the data and the data sharing Agency or Party.

7.2. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

- 7.2.1. The Parties will only retain the Confidential Data and any derivative of the data thereof, for the duration of the MOU unless otherwise permitted by agreement of the Parties. After such time, each Party will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under the MOU.

8. PROCEDURES FOR SECURITY

- 8.1 The Parties agree to safeguard the Confidential Data received under the MOU, and any derivative data or files, as follows:
 - 8.1.1. The Parties will maintain policies and procedures to protect Confidential Information or Data throughout the information or data lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
 - 8.1.2. The Parties will maintain appropriate authentication and access controls and data governance to the systems that receive, transmit, or store Confidential Information or Data where applicable.
 - 8.1.3. If required by the source data Agency, the Parties will ensure proper privacy and security monitoring capabilities are in place to detect potential security incidents or events that can impact State of NH systems and/or the Confidential Information for the Parties' systems.

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

- 8.1.4. The Parties must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information or Data, and must in all other respects maintain the privacy and security of the data at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to as applicable, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS-STAFF Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 8.1.5. The Parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the Confidential Information or Data and to prevent unauthorized use or access to it at the level and scope of security that is required by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm>.
- 8.1.6. The Parties agree to maintain a documented breach notification and incident response process. The Parties will notify the Privacy Officer and the Information Security Officer at the data source Agency of any security breach immediately, at DHHS-STAFFPrivacyOfficer@DHHS-Staff.nh.gov and InformationSecurityOffice@DHHS-Staff.nh.gov. This includes a Confidential Information or Data breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 8.1.7. The Parties must restrict access to the Confidential Data obtained under this MOU to only those authorized End Users who need such Data to perform their official duties in connection with purposes identified in this MOU.
- 8.1.8. Each Party must ensure that all its End Users are trained according to the Department of Information Technology annual and periodic training and any other specific training required by the source data agency, as applicable to the data.
- 8.1.9. Each Party is responsible for oversight, training, and training and data use compliance of their End Users.

9. LOSS REPORTING

- 9.1. In the event of a security incident or breach, each Party is responsible for notifying the Privacy Officer, Security or Compliance Officer immediately, at the email addresses provided in 8.1.6 above. Each Party is responsible for addressing the incident or breach in a manner that comports with the source and type of data involved.
- 9.2. The Parties agree that to cooperate to ensure the Confidential Data shall be transmitted, stored, maintained, and accessed according to data governance, data security and data privacy protections and safeguards appropriate for the type of data, are maintained according to each Party's policies and procedures for safeguarding Confidential Data, and all requirements, the requirements of the NH Department of Information Technology (DoIT) for state agencies, and all state and federal laws relating to privacy and data security including as applicable to the data type, HIPAA and 42 CFR Part 2.

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

- 9.2.1. Obligations of parties resulting from an information security breach or incident
- 9.2.2. In the event of a data information security breach or a breach of confidential data, the Parties agree to notify the other Party to the MOU and NH DOIT, at helpdesk@doit.nh.gov immediately.
- 9.2.3. In the event of a data information security breach or a breach of confidential data, the Parties agree to cooperate with NH DoIT and the NH DHHS Deputy Information Security Officer in order to contain and mitigate harm and compromise of the data.

**Memorandum of Understanding – Amendment #1
Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality**

APPROVALS:

State of New Hampshire
Department of Health and Human Services

DocuSigned by:
Iain Watt 8/12/2024

Name: Iain Watt Date
Title: Director - DPHS

State of New Hampshire
Department of Justice

Kathleen Carr 08/12/2024

Name: Kathleen Carr Date
Title: Director of Administration

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

OFFICE OF THE ATTORNEY GENERAL

Signed by:
Jessica King 8/13/2024

Jessica King Date
Senior Assistant Attorney General
NH Department of Justice

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

Name: Date
Title:

Appendix 4: Overdose Data to Action in States (OD2A-S) (CDC-RFA-CE23-2302):

Updated Guidance Document for Implementation of Comprehensive Toxicological Testing of Drug Overdose Deaths Suspected to Involve Opioids and/or Stimulants

1.0 Background

According to provisional estimates, drug overdose deaths in the U.S. exceeded 100,000 in 2021,¹ driven by high and increasing numbers of deaths involving opioids and/or stimulants. Also, the sharp increases in drug overdose deaths in recent years, coupled with the introduction of novel psychoactive substances (NPS)² such as synthetic opioids (e.g., fentanyl analogs, buprenorphine, isotonitazene), illicit benzodiazepines (e.g., clonazepam, etizolam, flualprazolam), and synthetic cathinones (e.g., alpha-PVP, eutylone), has made it more costly for medical examiners and coroners (ME/C) to facilitate comprehensive toxicology analyses. In response, the OD2A-S funding opportunity requires recipients to fund efforts to support and enhance comprehensive postmortem toxicological testing of drug overdose deaths suspected to involve opioids and stimulants.

2.0 Intended Use

This document provides guidance to OD2A-S recipients regarding comprehensive toxicological testing of drug overdose deaths suspected to involve opioids and stimulants and guides workplan activities, funding decisions, and discussions with ME/Cs and forensic toxicology laboratories responsible for testing.

Testing parameters are stratified into escalating levels of comprehensiveness to allow jurisdictions to adapt the CDC testing guidance to their context. Flexibility is necessary to address geographic variations in drug availability and usage, varying economic constraints of ME/C budgets, and diverse capabilities of forensic toxicology laboratories. **This guidance will be updated as needed in response to changes in drug prevalence, national toxicology testing standards, and new analytical technologies.** Updates will include ongoing identification of new fentanyl analogs and other synthetic opioids, as well as identification of and testing guidance for non-opioid NPS, such as synthetic cannabinoids and cathinones that often co-occur with opioids and stimulants.

Toxicological testing in medicolegal death investigations is based on an evaluation of clinical evidence, pathological findings at autopsy, and other potentially available information, such as evidence at the death scene, including drug paraphernalia. When the death investigation reveals potential drug involvement, at minimum, a primary toxicology drug screen, described below, should be performed.

Information supporting the involvement of an opioid in a fatal drug overdose may include the following – clinical symptoms consistent with the opioid toxidrome (e.g., pinpoint pupils, altered mental status, respiratory depression), autopsy findings (e.g., pulmonary edema, urinary retention), findings from the death investigation (e.g., presence of a “foam cone,” illicit drugs at the scene, reports of intravenous drug use), or results from on-site presumptive immunoassay drug screen.

Information supporting the involvement of a stimulant in a fatal drug overdose may include the following – clinical symptoms consistent with stimulant use (e.g., dilated pupils, altered mental status including excitation and delirium, hyperthermia), autopsy findings (e.g., pulmonary edema), findings from the death investigation (e.g., illicit drugs at the scene, reports of stimulant use), or results from on-site presumptive immunoassay drug screen.

¹ <https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm>

² <https://www.unodc.org/LSS/Page/NPS>

3.0 Forensic Toxicological Testing Parameters

3.1 Primary Toxicology Drug Screen

For purposes of this funding announcement, the minimum level of toxicological testing for suspected opioid and stimulant overdose deaths should include screening, confirmatory, and quantitative testing for commonly prescribed drugs; illicit opioids such as fentanyl and heroin; illicit stimulants including cocaine, methamphetamine, other amphetamines, and cathinones; and drugs commonly co-occurring with opioids and/or stimulants, such as (but not limited to) benzodiazepines. Testing for commonly co-occurring substances is important because these substances may have contributed to the fatal overdose and may assist with identifying high-risk drug use and prescribing patterns.

Unconfirmed positive immunoassay screening test results alone offer only weak and potentially disputable evidence of the presence of drugs and drug metabolites, are potentially falsely negative or positive, and are not suitable for establishing a definitive medicolegal cause of death. These test results, however, do provide valuable guidance for subsequent drug confirmation and quantitative testing.

Primary Toxicology Drug Screen
A screening technique to include, but not limited to, amphetamines, benzodiazepines, cannabinoids, cocaine metabolite, fentanyl, and other opioids.
When appropriate, drug identification and quantitation of:
– Amphetamine, Methamphetamine, MDA, MDMA, MDEA
– Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam
– Buprenorphine
– Cannabinoids
– Cocaine, Cocaethylene, Benzoylcegonine
– Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine
– Fentanyl
– Gabapentin
– Methadone, EDDP (methadone metabolite)

3.2 Enhanced Toxicology Drug Screen

Expanded testing should be conducted to obtain a more comprehensive assessment of potential drugs involved in suspected opioid and/or stimulant overdose deaths when economically feasible.

Enhanced Toxicology Drug Screen
Substances included in the Primary Toxicology Drug Screen (see above)
Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic, and illicit drugs; for example – antidepressants, antihistamines, antipsychotics, antiseizure, hallucinogens, sedatives, and stimulants.
Fentanyl analog testing to include relevant analogs common at the time and to the region
Drug quantitation of all toxicologically-relevant drugs

3.3 Comprehensive Novel Psychoactive Substances (NPS) Testing

Further expanded testing of suspected opioid and stimulant overdose deaths may be necessary under circumstances in which an opioid and/or stimulant is highly suspected based on clinical, autopsy, and/or scene findings but where all opioid and stimulant screening tests were either negative or positive results were

insufficient to support a toxicological cause of death. In addition, non-opioid/non-stimulant NPS may co-occur and contribute to an overdose suspected to involve opioids and/or stimulants.

The utilization of specific NPS testing should take into account the economic feasibility of testing and the capabilities of the laboratory used by the ME/C, as well as the availability of fentanyl, fentanyl analogs, other illicit synthetic opioids, cathinones, synthetic cannabinoids, and other NPS in the region’s drug supply. Due to the rapid shifts in the types of NPS detected and involved in drug overdose deaths, recipients should consider guidance on testing scope found [here](#). The following drugs are recommended for inclusion in a comprehensive testing for NPS as of the winter of 2021.

Comprehensive Novel Psychoactive Substances (NPS) Testing	
Fentanyl Analog/Precursor Testing*	Stimulants/Hallucinogens*
4-ANPP^	2F-Deschloroketamine
Acetylfentanyl	3-OH-PCP/4-OH-PCP
Carfentanil	alpha-PHP/alpha-PiHP
Fluorofentanyl (all isomers)	Eutylone
	N,N-Dimethyl Pentylone
Other Illicit Synthetic Opioids*	Other relevant substances*
2-Methyl-AP-237	Xylazine
Brorphine	Illicit benzodiazepines (e.g., Clonazepam, Etizolam, Flualprazolam, Flubromazolam)
Etodesnitazene	
Isotonitazene	
Metonitazene	
N-Pyrrolidine Etonitazene	
Protonitazene	

*This list will be updated as needed to reflect newly identified substances. Please note that the list is not exhaustive of all substances.

^Despropionylfentanyl, also known as 4-anilino-N-phenethylpiperidine (4-ANPP), is a fentanyl compound that can serve as a marker for illicitly manufactured fentanyl and fentanyl analogs because it is both a precursor and a metabolite of these illicit products (but not pharmaceutical fentanyl) while having a low metabolic activity that does not contribute to overdose toxicity.

If results from the above comprehensive testing are negative and do not support the toxicological cause of death, further probative testing should be considered to assess whether a fentanyl analog, other synthetic opioids, and/or other NPS was involved. This may require discussion with the lab to clarify their capabilities beyond the range of NPS listed above.

3.4 Further Considerations for Comprehensive NPS Testing

If economically feasible, there are certain situations in which broader NPS testing should be considered. These include:

- When suspected opioid overdose deaths test positive for fentanyl immunoassay and confirmatory testing. Common co-mixing of fentanyl with fentanyl analogs indicates it is useful to test these overdose deaths.
- When suspected opioid overdose deaths test positive for 6-acetylmorphine and morphine. Common co-mixing of heroin with fentanyl analogs indicates it is useful to test these overdose deaths.

However, if economic constraints are a limiting factor, then the ME/C could consider testing only a subset of such overdoses.

If additional testing remains feasible after all the above testing is completed, further testing to consider includes:

- Any suspected opioid overdose death where illicit drugs or injection drug use was involved. If this captures too many deaths, testing a sample of such deaths could be considered.
- Testing a random sample of all opioid overdose deaths.

Quick Card for SUDORS Testing Recommendations

Primary Toxicology Drug Screen	
A screening technique to include, but not limited to, amphetamines, benzodiazepines, cannabinoids, cocaine metabolite, fentanyl, and other opioids.	
When appropriate, drug identification and quantitation of:	
– Amphetamine, Methamphetamine, MDA, MDMA, MDEA	
– Alprazolam, Clonazepam, Diazepam, Nordiazepam, Oxazepam, Temazepam, Lorazepam	
– Cocaine, Cocaethylene, Benzoylcegonine	
– Codeine, Hydrocodone, Hydromorphone, Morphine, Oxycodone, Oxymorphone, 6-Acetylmorphine	
– Fentanyl	
– Methadone, EDDP (methadone metabolite)	
Enhanced Toxicology Drug Screen	
Substances included in the Primary Toxicology Drug Screen (see above)	
Comprehensive chromatographic-based screen and confirmatory analysis of common over-the-counter, prescription/therapeutic, and illicit drugs; for example – antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives, and stimulants.	
Fentanyl analog testing to include relevant analogs common to the region	
Drug quantitation of all toxicologically-relevant drugs	
Comprehensive Novel Psychoactive Substances (NPS) Testing	
Fentanyl Analog/Precursor Testing*	Stimulants/Hallucinogens*
4-ANPP [^]	2F-Deschloroketamine
Acetylfentanyl	3-OH-PCP/4-OH-PCP
Carfentanil	alpha-PHP/alpha-PiHP
Fluorofentanyl (all isomers)	Eutylone
	N,N-Dimethyl Pentylone
Other Illicit Synthetic Opioids*	Other relevant substances*
2-MethylAP-237	Xylazine
Brorphine	Illicit benzodiazepines (e.g., Clonazepam, Etizolam, Flualprazolam, Flubromazolam)
Etodesnitazene	
Isotonitazene	
Metonitazene	
N-Pyrrolidine Etonitazene	
Protonitazene	

* This list will be updated as needed to reflect newly identified substances. Please note that the list is not exhaustive of all substances.
 ** This list of fentanyl analogs and other illicit synthetic opioids will be updated as needed to reflect new identified fentanyl analogs or other synthetic opioids such as U-47700.
[^]Despropionylfentanyl, also known as 4-anilino-N-phenethylpiperidine (4-ANPP), is a fentanyl compound that can serve as a marker for illicitly manufactured fentanyl and fentanyl analogs because it is both a precursor and a metabolite of these illicit products (but not pharmaceutical fentanyl), while having low metabolic activity that does not contribute to overdose toxicity.

man
88



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

12

Lori A. Shibinette
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

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.

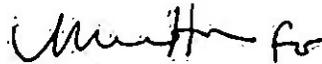
Should the Governor and Council not authorize this request, the Department will not have access to comprehensive data on accidental overdose deaths, which will impede efforts to understand the opioid epidemic in our state. Without complete and comprehensive data related to the opioid epidemic, prevention 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. Shabinette
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 be 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 (PII).
- 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 in-state 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 DPHSCContractBilling@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 OCME 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
Lon 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 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: