



11
Mac
dam

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

Jeffrey A. Meyers
Commissioner

Lisa M. Morris
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

January 4, 2019

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 (DHHS), Division of Public Health Services (DPHS) to enter into a **retroactive** Memorandum of Understanding (MOU) with the New Hampshire Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME) (Vendor#177877-B001), to improve surveillance systems to monitor the incidence, trends, and characteristics of Sudden Unexpected Infant Death (SUID) and Sudden Death in the Young (SDY) in the amount of \$118,330, to be effective **retroactive** to September 30, 2018 upon the date Governor and Executive Council approval through September 29, 2023. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020, State Fiscal Year 2021, State Fiscal Year 2022, State Fiscal Year 2023 and State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years within the price limitation through the Budget Office, if needed and justified.

05-95-90-902010-59060000 – HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, SUID CASE REGISTRY

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	049-584920	Transfer to Other State Agencies	90080098	\$7,672
2020	085-588520	Transfer to Other State Agencies	90080098	\$10,229
2021	085-588520	Transfer to Other State Agencies	90080098	\$10,229
2022	085-588520	Transfer to Other State Agencies	90080098	\$10,229
2023	085-588520	Transfer to Other State Agencies	90080098	\$10,229
2024	085-588520	Transfer to Other State Agencies	90080098	\$2,557
			SUBTOTAL	\$51,145

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	049-584920	Transfer to Other State Agencies	90200001	\$10,078
2020	085-588520	Transfer to Other State Agencies	90200001	\$13,437
2021	085-588520	Transfer to Other State Agencies	90200001	\$13,437
2022	085-588520	Transfer to Other State Agencies	90200001	\$13,437
2023	085-588520	Transfer to Other State Agencies	90200001	\$13,437
2024	085-588520	Transfer to Other State Agencies	90200001	\$3,359
			SUBTOTAL	\$67,185
			TOTAL	\$118,330

EXPLANATION

Approval of this **retroactive** Memorandum of Understanding will allow the Department of Health and Human Services to provide funding to the New Hampshire Department of Justice, Office of the Chief Medical Examiner, to continue support the work of its partnership on the Sudden Unexpected Infant Death (SUID) and Sudden Death in the Young (SDY) Registry Project. This MOU is **retroactive** because there were two MOUs with DOJ/OCME initially, with two different streams of grant funding. This MOU will build on the work that started with the initial grants. The new grant cycle which was released in September 2018, combined these two grants into one. DHHS had initially started work on extending the MOUs, but received less grant funds than had originally been applied for, so revisions in the scope and budget had to be made with OCME. Due to protracted negotiations with the CDC, DHHS' revised budget and scope were not submitted to the CDC until October 2018. DHHS received the new Notice of Grant Award (NGA) in November 2018. Once received, DHHS requested to make the MOU retroactive to September 30, 2018, so that no data specific to suicides in this population during this timeframe would be missed. If this data is not included, it would result in an incomplete picture to agencies and stakeholders trying to address these issues. It will be the first Cooperative Agreement of funding from the Centers for Disease Control (CDC) for this combined SUID/SDY Case Registry Project grant in New Hampshire. DPHS, in collaboration with the DOJ, was one of the twenty-three states or institutions that received this funding, which is available through September 29, 2023.

The purpose of SUID/SDY Case Registry Project is to improve surveillance systems to monitor the incidence and characteristics of SUID and SDY, following the National Center for Fatality Review and Prevention Protocols. The project will help the state understand the incidence, trends, and characteristics of SUID and SDY through building on its success of identifying cases, compiling case information, and conducting multidisciplinary case review meetings. With parental consent, autopsy specimens on cases meeting Centers for Disease Control SDY Project criteria will be sent by the Department of Justice to a national biorepository for inclusion in the National Institute of Health's supported research on deaths related to cardiac and seizure disorders.

Should the Governor and Executive Council not approve this request, the State of New Hampshire's ability to address and monitor SUID and SDY will be significantly diminished.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after September 29, 2023, and the Department shall not be liable for any payments for services provided after September 29, 2023.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Cooperative Agreement for SUID/SDY Case Registry grant from the Centers for Disease Control and Prevention (CFDA # 93.946).

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



MEMORANDUM OF UNDERSTANDING BETWEEN

**THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES,
DIVISION OF PUBLIC HEALTH SERVICES, MATERNAL AND CHILD HEALTH SECTION**

AND

**THE STATE OF NEW HAMPSHIRE DEPARTMENT OF JUSTICE,
OFFICE OF THE CHIEF MEDICAL EXAMINER**

MOU-2019-DPHS-05-SUIDY

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), Bureau of Population Health and Community Services, Maternal and Child Health Section (MCH), 29 Hazen Drive, Concord, NH 03301, and the New Hampshire Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME), 33 Capital Street, Concord NH 03301.
- 1.2. The purpose of this MOU is to set forth roles and responsibilities of both the DHHS and the DOJ related to collaboration on the Sudden Unexpected Infant Death (SUID)/Sudden Death in the Young (SDY) Case Registry Project.
- 1.3. This is the first Cooperative Agreement of funding from the Centers for Disease Control and Prevention (CDC) for this combined SUID/SDY Case Registry Project grant in New Hampshire. DPHS, in collaboration with the DOJ, was one of the twenty-three states or institutions that received this funding, which is available through September 29, 2023. Prior to September 30, 2018, New Hampshire was funded by the CDC for a series of SUID and SDY Case Registry grants starting in 2010 and ending in 2018. This new grant combines the two previously separate grants into one.
- 1.4. This MOU is effective retroactive to September 30, 2018 and will be in effect through September 29, 2023.

2. THE DEPARTMENT OF JUSTICE, OFFICE OF THE MEDICAL EXAMINER'S OFFICE AGREES TO:

- 2.1. Utilize the funding provided by DHHS to hire a part-time Data Clerk II and a part-time Planning/Analyst, as outlined in the Cooperative Agreement application and job descriptions.
- 2.2. Ensure that the Chief Medical Examiner or Chief Forensic Investigator supervises the Data Clerk II and Planning/Analyst in order to carry out the required responsibilities of the Cooperative Agreement.
- 2.3. Request and obtain access to information related to all sudden and unexpected deaths in infants and children up to age nineteen (excluding homicides, suicides, all firearm-related fatalities, accidental or intentional drug overdose deaths, or terminal illness for which the death was reasonably expected to occur within six months) as of September 30, 2018 through September 29, 2023,



in accordance with RSA 611-B:11. Sources of information will include, but not be limited to:

- 2.3.1 Death scene investigation forms and reports;
 - 2.3.2 Pathology and autopsy reports;
 - 2.3.3 Medical records;
 - 2.3.4 Infant medical records since birth, including newborn screening results, birth certificates, and maternal prenatal and obstetric records;
 - 2.3.5 Social service records, law enforcement records, and protective service records.
- 2.4. Contact the families of the deceased as necessary for more detailed family and medical history as required by the CDC.
 - 2.5. Obtain parental consent for submission of DNA samples to be sent to a national bio repository for inclusion in the National Institute of Health's supported research on deaths related to cardiac and seizure disorders.
 - 2.6. Collaborate with the Project Director to carry out the requirements of the Cooperative Agreement, including requesting and collecting the various data elements of the case and entering the data into the SUID/SDY web-based Case Registry.
 - 2.7. Cooperate with the Project Director on any project-related quality assurance activities as outlined in the cooperative agreement narrative and work plan.
 - 2.8. Generate data for analysis and reports and work with DHHS staff to formulate the reports.
 - 2.9. Attend any CDC-required trainings and meetings, and participate in presentations.

3. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DHHS, AGREES TO:

- 3.1. Accept and administer the CDC's Cooperative Agreement for the SUID/SDY Case Registry Project.
- 3.2. Serve as the Principal Investigator/Project Manager for the Cooperative Agreement.
- 3.3. Monitor the activities of the Cooperative Agreement as outlined in the Cooperative Agreement work plan.
- 3.4. Provide the DOJ with funding in the amount of \$23,666 per grant year to fund the part-time services of a Project Data Clerk II and a part-time Planning/Analyst to contribute to expenses necessary for the implementation of this project, as set forth in the project budget.
- 3.5. Transfer funds to the DOJ upon receipt of approved invoices, for up to a maximum price limitation of \$118,330, subject to the DOJ's compliance with the terms and conditions of this MOU. Compensation shall be paid up to a maximum amount of \$23,666 per grant year (\$10,229 SUD and \$13,437 SDY).



Memorandum of Understanding Between DHHS and DOJ

- 3.6. Ensure that the Cooperative Agreement funds budgeted for the DOJ will be paid through an interagency transfer approved by Governor and Executive Council. Such funds will enable the DOJ to carry out the identified responsibilities of the Cooperative Agreement.
 - 3.7. Assist the DOJ staff with project implementation.
 - 3.8. Meet with DOJ/OCME staff monthly or as indicated to discuss the Cooperative Agreement activities carried out by the DOJ/OCME staff.
 - 3.9. Collaborate with the DOJ to obtain data and information necessary for monitoring the Cooperative Agreement and developing and writing any required reports.
 - 3.10. Attend and/or participate in any CDC-required meetings, trainings, or presentations with the DOJ/OCME staff as appropriate.
 - 3.11. Ensure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.
 - 3.12. Work with the DOJ/OCME staff to obtain data and information necessary for monitoring the Cooperative Agreement and developing and writing any required reports.
 - 3.13. Obtain Vital Record information and newborn screening test results for the data collection of any infants and children through age 18 who die suddenly and unexpectedly as of September 30, 2018 through September 29, 2023 upon request from the OCME.
 - 3.14. Carry out any quality assurance activities as outlined in the Cooperative Agreement narrative and/or work plan.
 - 3.15. Work with the OCME staff to ensure that all sudden and unexpected deaths of infants and children through age eighteen (excluding homicides, suicides, all firearm-related fatalities, accidental or intentional drug overdose deaths, or terminal illness for which the death was reasonably expected to occur within six months) are reviewed within three months of the death or determination of the final diagnosis, by a multidisciplinary death review group.
 - 3.16. Work with the OCME staff to ensure that all sudden and unexpected infant deaths with a final diagnosis of Undetermined or Sudden Infant Death Syndrome, and as indicated by the CDC Case Registry Algorithm, are reviewed by a second multidisciplinary death review group which includes a panel of clinical specialists within six months of the death, as is feasible.
 - 3.17. Chair the SUID review group; Co-Chair with the Chief Medical Examiner, the SDY Review Group, which includes the clinical specialists.
 - 3.18. Work with the Child Fatality Review Committee as indicated.
- 4. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DHHS AND DOJ:**
- 4.1. Neither the DHHS nor the DOJ will be responsible for any expenses or costs incurred by the DOJ under this Agreement prior to September 30, 2018, nor past the end date of September 29, 2023.



- 4.2. In connection with the performance of this MOU, the DHHS and the DOJ will comply with all applicable laws and regulations, including but not limited to RSA 611-B.
- 4.3. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOJ shall not exceed \$17,750 in SFY 2019, \$23,666 in SFY 2020, \$23,666 in SFY 2021, \$23,666 in SFY 2022, \$23,666 in SFY 2023, and \$5,916 in SFY 2024, with one hundred percent (100%) of those costs covered by funds provided by the CDC's SUID/SDY Case Registry Project grant. Neither the DHHS nor the DOJ will be responsible for any expenses or costs incurred by the DOJ under this MOU in excess of the above amounts.
- 4.4. Notwithstanding any provision of this agreement to the contrary, all obligations of the DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. The DHHS shall not be required to transfer funds from any other source in the event that funds from the CDC's combined SUID/SDY Case Registry Project grant are reduced or unavailable. DHHS may adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council if needed and justified, to the extent allowable by law.
- 4.5. That OCME agrees to commence the project upon Governor and Executive Council approval. Failure to meet this deadline without good cause may cancel the DPHS participation in this project, at the discretion of DPHS. Any remaining funds will be forfeited. DOJ is responsible for informing DPHS if any condition arises that may result in this deadline being unattainable.
- 4.6. That DPHS agrees to request Governor and Executive Council approval of the interagency transfer of funds necessary to support this project. OCME agrees to continue the on-going project pending approval of the fund transfer. DPHS agrees to provide funding based on the availability of CDC funds received for this program.
- 4.7. The DOJ shall take appropriate steps to accept and expend the funds provided within the project period as required by the CDC. The DOJ agrees to submit quarterly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
 - 4.7.1. Invoices shall be mailed or emailed to:

Division of Public Health Services
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
DPHSContractBilling@dhhs.nh.gov
- 4.8. The DHHS agrees to pay the DOJ within thirty (30) days of receipt of the approved invoices.
- 4.9. This MOU may be modified at any time during the effective period by mutual written consent of both parties, subject to the approval of the Governor and Executive Council if required.



- 4.10 Either party may unilaterally terminate this Agreement upon written notice to the other party, in which case the termination shall be effective thirty (30) days after the date of that notice or at a later date specified in the notice.
- 4.11 In the event of an early termination of this MOU for any other reason than the completion of services, the DOJ shall deliver to the DPHS, 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 the DHHS, the DHHS reserves the right to terminate this Agreement and any remaining funds will be forfeited. Such termination shall be submitted in writing to the DOJ and will require the DOJ to deliver a final Termination Report as described above.

5. APPROVALS

Lisa Morris, MSSW, Director
Division of Public Health Services

1/4/19

Date

Jeffrey A. Meyers, Commissioner
NH Department of Health and Human Services

1/8/19

Date

Gordon MacDonald, Attorney General
Office of the Attorney General

2/8/19

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

2/21/19
Date

Dianne Martin
Name:
Title: Sr. 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: