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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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October 17, 2018

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 Memorandum of Understanding (MOU) with the New Hampshire Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME) (Vendor#177877-B001), for toxicology laboratory services for opioid-related surveillance, in the amount of \$120,000, effective upon the date Governor and Executive Council approval through August 31, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019 and are anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

05-95-90-902510-70390000 – HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	049-584920	Transfer to Other State Agencies	TBD	\$100,000
2020	049-584920	Transfer to Other State Agencies	TBD	\$20,000
			TOTAL:	\$120,000

EXPLANATION

Approval of this 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 support activities related to improving opioid-related surveillance. Through this MOU, the DOJ will contract with NMS Labs, a national testing service that is continuously expanding fentanyl analogs, which are becoming more and more prevalent in New Hampshire. This will assist the OCME in improving toxicology testing and will provide additional information on drugs present in a victim's system at the time of death, and specifically contributing to their death.

NMS Labs has a large capacity to conduct toxicology services that could potentially improve the OCME's turnaround time for findings relative to suspected overdose deaths. The analysis of toxicology reports is the primary method of understanding changes in drug use patterns, the way drugs are mixed, and new potential threats. Data collected will be stored by the OCME as current toxicology reports are completed. Results will also be included in the CDC-based New Hampshire

violent death reporting system which is de-identified, but connects a victim's life circumstances with demographic characteristics and other details about their death. This information assists law enforcement, treatment providers and community groups with the knowledge to address harm reduction in the populations they serve who are impacted by the ongoing opioid crisis in New Hampshire.

Should the Governor and Executive Council not approve this request, the state of New Hampshire's ability to address and monitor fentanyl analogs and the causes of opioid overdoses will be significantly diminished.

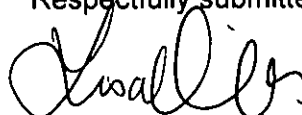
Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after August 31, 2019, and the Department shall not be liable for any payments for services provided after August 31, 2019.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CFDA # 95.354).

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

Respectfully submitted,



Lisa Morris, MSSW
Director

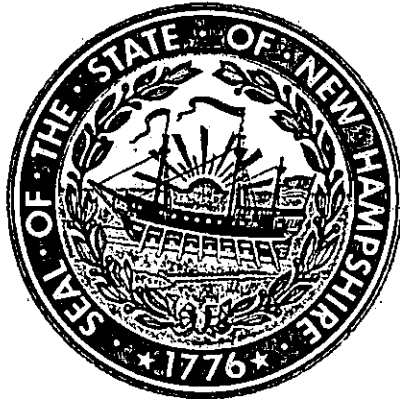


Approved by:

Jeffrey A. Meyers
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

Medical Examiner Toxicology Laboratory Services for Opioid-Related Surveillance



MEMORANDUM OF UNDERSTANDING

Between

**The New Hampshire Department of Health and Human Services (DHHS),
Division of Public Health Services (DPHS)**

and

**The New Hampshire Department of Justice (DOJ),
Office of the Chief Medical Examiner (OCME)**

MOU-2019-DPHS-01-OPIOI

**New Hampshire Department of Health and Human Services
Medical Examiner Toxicology Laboratory Testing for Opioid-Related
Surveillance MOU-2019-DPHS-02-OPIOI**



1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding is between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), 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 Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CDC). The grant funding period is September 1, 2018 through August 31, 2019, with all invoices paid by September 30, 2019.
- 1.3. This MOU is effective from the date of Governor and Executive Council approval through August 31, 2019, unless terminated earlier.

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

- 2.1. Utilize the funding provided by DHHS to enter into a contract with NMS Labs for toxicology services to complete testing that identifies drugs present in a victim's system at the time of their death, and specifically contributing to their death.

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

- 3.1. Administer the CDC's Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant (OPIS S2).
- 3.2. Transfer funds to the DOJ upon receipt of approved invoices, for up to a maximum of up to \$120,000, subject to the DOJ's compliance with the terms and conditions of this MOU.
- 3.3. Serve as the Principal Investigator for the Cooperative Agreement and 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.
- 3.4. Pay all the invoices related to CDC Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant by September 30, 2019.
- 3.5. Monitor the activities of the Cooperative Agreement as outlined in the Cooperative Agreement work plan.
- 3.6. Collaborate with the DOJ to obtain data and information necessary for monitoring the Cooperative Agreement and developing and writing any required reports.
- 3.7. Attend and/or participate in any CDC-required meetings, trainings or presentations.
- 3.8. Ensure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.

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 1, 2018, nor past the end date of August 31, 2019.
- 4.2. In connection with the performance of this MOU, the DHHS and the DOJ will comply with all applicable laws and regulations.

**New Hampshire Department of Health and Human Services
Medical Examiner Toxicology Laboratory Testing for Opioid-Related
Surveillance MOU-2019-DPHS-02-OPIOI**



- 4.3. The maximum amount of funds available for reimbursement under this Agreement from DHHS to DOJ shall not exceed \$100,000 in State Fiscal Year 2019 and \$20,000 in State Fiscal Year 2020, with one hundred percent (100%) of those costs covered by funds provided by the CDC's Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement 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 Cooperative Agreement of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement grant are reduced or unavailable.
- 4.5. 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 monthly invoices to DHHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.
 - 4.5.1. 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
- 4.6. The DHHS agrees to pay the DOJ within thirty (30) days of receipt of the approved invoices.
- 4.7. 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.
- 4.8. 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.

New Hampshire Department of Health and Human Services
Medical Examiner Toxicology Laboratory Testing for Opioid-Related
Surveillance MOU-2019-DPHS-02-OPIOI



5. APPROVALS

Lisa Morris, MSSW, Director
Division of Public Health Services

10/17/18

Date

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

10/22/18

Date

Gordon MacDonald, Attorney General
Office of the Attorney General

10/15/18

Date

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

10/27/18

Date

OFFICE OF THE ATTORNEY GENERAL

Name:

Title:

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: