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

Lori A. Shabinette
 Commissioner

Lisa M. Morris
 Director

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August 19, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** Memorandum of Understanding with the Department of Safety (VC#177878-B001), Concord, NH, in the amount of \$33,826 for the provision of laboratory staff from the Department of Safety's New Hampshire State Police Forensic Laboratory to assist the Division of Public Health Services' Public Health Laboratory with COVID-19 functions, with the option to renew for up to one (1) additional year, effective retroactive to June 18, 2020, through December 31, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, 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.

**05-95-90-902510-19010000HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
 CARES COVID-19**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183518	\$33,826
			Subtotal	\$33,826

EXPLANATION

This item is **Retroactive** because in June 2020 the Department of Safety's New Hampshire State Police Forensic Laboratory provided staff to the Division of Public Health Services' Public Health Laboratory to support its COVID-19 testing efforts.

This Memorandum of Understanding provides funding to the Department of Safety to pay overtime to staff who have been assisting and will continue to assist the Public Health Laboratory. Due to the volume of the work and need to respond quickly to the pandemic, overtime hours have been required for data entry and review work. The Department of Safety's New Hampshire State Police Forensic Laboratory staff perform various COVID-19 activities, including laboratory data

entry of patient and facility information, ordering testing, and completing quality control of data entered into the Laboratory Information Management System by third party partners.

The Department of Safety will compensate its staff for their regular hours worked in accordance with the Department of Administrative Services' rules and guidelines. The Department of Health and Human Services is only providing funding to the Department of Safety to compensate staff for overtime hours that are dedicated to COVID-19 activities.

As referenced in the Memorandum of Understanding, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and required state approval.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN #NU50CK000522

Respectfully submitted,



Lori A. Shibinette
Commissioner

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



AND

DEPARTMENT OF SAFETY

MOU-2020-DPHS-02-LABOT

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 Safety (DOS), 33 Hazen Drive, Concord, New Hampshire 03301 (referred to as the "Parties").
- 1.2. DHHS Public Health Laboratory is overseeing the State's COVID-19 testing. Due to the laboratory seeing an increase in workload, there is a need for additional laboratory staff. DOS has been able to provide experienced laboratory staff from the State's Police Forensic Laboratory to DHHS to assist in the COVID-19 testing efforts.
- 1.3. The purpose of this MOU is for DHHS to compensate DOS employees for overtime hours worked for DHHS Public Health Services.
- 1.4. In connection with the performance of this MOU, the DHHS and DOS shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU is retroactive to June 18, 2020, effective upon execution by all signatories, review by the Office of the Attorney General, and appropriate State of New Hampshire approval.
- 2.2. Price Limitation: The MOU shall not exceed \$33,826.
- 2.3. Duration: The duration of this MOU is from the Effective Date through December 31, 2020. The parties may extend this MOU for up to one (1) year at any time by mutual written agreement, subject to the continued availability of funds, satisfactory performance of responsibilities, and review by the Office of the Attorney General.
- 2.4. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to the approval of the parties, review by the Office of the Attorney General, and appropriate State of New Hampshire approval.
- 2.5. Termination: Either party may unilaterally terminate this MOU 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.

3. RESPONSIBILITIES OF THE DEPARTMENT OF SAFETY

- 3.1. DOS agrees to:
 - 3.1.1. Provide DHHS with laboratory staff that will work remotely for up to twenty (20) hours of overtime per week.
 - 3.1.2. Send a bi-weekly invoice to DHHS:

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



DPHSContractBilling@dhhs.nh.gov

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

4.1. The DHHS agrees to:

- 4.1.1. Compensate staff for each hour of overtime completed. The rate will vary from \$37.23/per hour to \$58.32/per hour, contingent on the employees designated labor grade, as determined by the Department of Administrative Services.
- 4.1.2. Provide software and hardware required to support individuals that are working remotely.

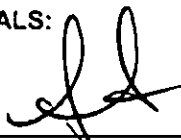
5. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

- 5.1. Notwithstanding any provision of this MOU to the contrary, all obligations of the DHHS hereunder are contingent upon the availability and continued need of staff to assist the Department with the COVID-19 efforts.
- 5.2. Employees assigned by DOS shall be considered employees of DOS for all matters incident to the performance of services provided pursuant to this MOU.
- 5.3. This MOU shall be construed in accordance with the laws of the State of New Hampshire.
- 5.4. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 5.5. The parties agree that the obligations, agreements and promises made under this MOU are not intended to be legally binding on the parties and are not legally enforceable.
- 5.6. Disputes arising under this MOU which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 5.7. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 5.8. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
- 5.9. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

Memorandum of Understanding Between DHHS and DOS
MOU-2020-DPHS-02-LABOT




APPROVALS:



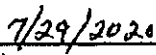
Ann Landry
Associate Commissioner
NH Department of Health and Human Services



Date



Robert L. Quirk
Commissioner



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

08/05/20
Date:



Name:
Title: Catherine Pinos, Attorney

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

Date:

Name:
Title: