



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4517 1-800-852-3345 Ext.4517
Fax: 603-271-4519 TDD Access: 1-800-735-2964



December 10, 2014

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court, and

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Retroactive

REQUESTED ACTION

1.) Pursuant to the provisions of RSA 14:30-a, VI, Additional Revenues, authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population and Community Health Services, Maternal & Child Health Section, Injury Prevention Program to accept and expend federal funds in the amount of \$124,608 from the Centers for Disease Control and Prevention to fund the New Hampshire implementation of the National Violent Death Reporting System, effective upon Fiscal Committee and Governor and Council approval, for the period **retroactive** to September 1, 2014 through June 30, 2015, and further authorize the funds to be allocated as follows. Grant funds awarded for periods after SFY 2015 will be included in the future operating budgets for SFY 2016, SFY 2017, SFY 2018, SFY 2019 and SFY 2020.

05-95-90-902010-1869 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, NATIONAL VIOLENT DEATH REPORTING SYSTEM

SFY 2015

Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Amount
000-400146	Federal Funds	\$0.00	\$124,608.00	\$124,608.00
Total Revenue		\$0.00	\$124,608.00	\$124,608.00
020-500200	Current Expense	\$0.00	\$875.00	\$875.00
030-500310	Equipment	\$0.00	\$1,450.00	\$1,450.00
041-500801	Audit Fund Set Aside	\$0.00	\$125.00	\$125.00
049-500294	Transfers to Other State Agcy	\$0.00	\$120,367.00	\$120,367.00
070-500704	In State Travel	\$0.00	\$560.00	\$560.00
080-500710	Out of State Travel	\$0.00	\$1,231.00	\$1,231.00
Total Expenses		\$0.00	\$124,608.00	\$124,608.00

2.) Subject to approval of Item #1 above, authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a Memorandum of Agreement (MOA) with the Department of Justice (vendor # 177877-B001), 33 Capitol St., Concord, NH 03301, for the purpose of collecting, linking and analyzing data from various sources regarding violent deaths including homicides, suicides, and firearm deaths of all intents. The Division requests that this MOA be **retroactive** to September 1, 2014 through August 31, 2019, with a total price limitation of \$630,855 for the 5 year project period, effective upon Governor and Council approval.

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016, SFY 2017, SFY 2018, SFY 2019 and SFY 2020, upon the availability and continued appropriation of funds in the future operating budget.

05-95-90-902010-1869 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION AND COMMUNITY HEALTH SERVICES, NATIONAL VIOLENT DEATH REPORTING SYSTEM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	049/500294	Transfers to Other State Agencies	90001869	120,367
SFY 2016	049/500294	Transfers to Other State Agencies	90001869	122,030
SFY 2017	049/500294	Transfers to Other State Agencies	90001869	122,671
SFY 2018	049/500294	Transfers to Other State Agencies	90001869	122,671
SFY 2019	049/500294	Transfers to Other State Agencies	90001869	122,671
SFY 2020	049/500294	Transfers to Other State Agencies	90001869	20,445
			Total	\$630,855

EXPLANATION

These Requested Actions are identified as **retroactive** because the Notice of Award was not received until after the beginning date of the project period, not allowing time for these Requested Actions to be submitted prospectively; and so that the activities and deliverables in the Memorandum of Agreement, which include data collection for the National Violent Death Reporting System, and information related to all violent deaths may be collected for the entire project period, which began September 1, 2014.

The Department of Health and Human Services has received funding from the Centers for Disease Control (CDC) to establish the National Violent Death Reporting System (NVDRS) in New Hampshire. This award was given with the understanding that the Injury Prevention Program will work in conjunction with its partner, the New Hampshire Office of Medical Examiner, in the Department of Justice. The goals of the Injury Prevention Program under this award are to:

- collect and link data on violent deaths from various sources,

- analyze this data,
- share aggregated data with the Centers for Disease Control for national level reporting, and
- use this data to inform state-wide stakeholders to help them develop activities around the prevention of suicide, homicide, and firearm-related deaths.

In recent years, 2009-2013, there were on average 223 violent deaths per year in New Hampshire. The vast majority of these are suicides. Participation in the National Violent Death Reporting System with its expanded data set would allow the Injury Prevention Program, the Office of the Medical Examiner and their colleagues to further target prevention efforts. The rich data available through the National Violent Death Reporting System may also uncover previously unknown trends that could identify high risk groups to address in order to reduce both the risk and incidence of these violent deaths.

The funds are to be budgeted as follows:

- Funds in class 020 (Current Expense) are needed for the cost of general operating expenses.
- Funds in class 030 (Equipment) are needed to purchase a laptop, docking station and standing screen for the Principal Investigator.
- Funds in class 049 (Transfers to Other State Agency) will be available to the Department of Justice, Office of the Medical Examiner for NVDRS activities, which may include support of the Analyst's salary, office set-up, office supplies, in-state travel for grant-related meetings, and out-of-state travel for a CDC training conference in Atlanta, GA for the NVDRS Analyst.
- Funds in class 070 (In State Travel) are needed for in-state travel by Principal Investigator.
- Funds in class 080 (Out of State Travel) are needed to pay for out-of-state travel by the Principal Investigator to attend an all grantee meeting in Atlanta, GA.

Audit costs are included per state requirements.

In response to the anticipated two-part question, "Can these funds be used to offset General Funds?" and "What is the compelling reason for not offsetting General Funds?" the Division offers the following information: These funds may not be used to offset General Funds as they are specifically granted to the State for the purpose of providing the services described above.

These funds will not change the program eligibility levels. No new program will be established with the acceptance of these funds.

The geographic area to be served is the state of New Hampshire.

Source of funds: These funds are 100% Federal Funds from the Centers for Disease Control and Prevention to fund the New Hampshire implementation of the National Violent Death Reporting System. Attached is the Notice of Grant Award and award history. Notice of these funds was received on September 2, 2014. They were not added to the operating budget because these are new funds recently granted to the State and were not anticipated at the time the budget was developed.

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court, and
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December 10, 2014
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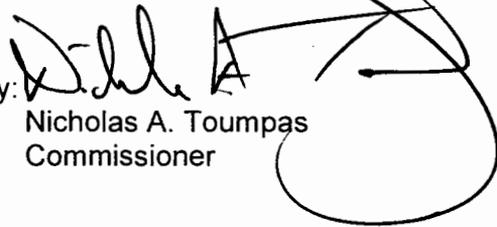
In the event that these Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/JAS/cl

MEMORANDUM OF AGREEMENT
between the
DEPARTMENT OF HEALTH AND HUMAN SERVICES
and the
DEPARTMENT OF JUSTICE

Retroactive to September 1, 2014 through August 31, 2019

Subject: Cooperation on National Violent Death Reporting System (NVDRS) Grant

This Memorandum of Agreement (MOA) describes activities that have been agreed to between the Department of Health and Human Services, Division of Public Health Services (DPHS), Bureau of Population Health and Community Services, Maternal and Child Health Section (MCH) and the Department of Justice (DOJ), Office of the Chief Medical Examiner (OCME) related to collaboration on the National Violent Death Reporting System.

This is the first cooperative agreement of funding from the Centers for Disease Control (CDC) for the National Violent Death Reporting System in New Hampshire. MCH, in collaboration with the OCME, was one of thirty-one states that received this funding, which ends August 31, 2019.

This Agreement sets forth the roles and responsibilities of both DHHS and DOJ in carrying out the cooperative agreement.

This MOA will take effect retroactive to September 1, 2014 and be in effect through August 31, 2019. This agreement has the option to renew pending availability of funding, the agreement of the parties, and approval by Governor and Council.

For the purposes of this Agreement, DHHS and DOJ agree to cooperate as follows:

I. Department of Health and Human Services

The Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal and Child Health Section agrees to:

1. *Accept and administer the cooperative agreement for the project.*
2. *Serve as the Principal Investigator for the cooperative agreement.*
3. *Assure that the cooperative agreement funds budgeted for the Office of the Chief Medical Examiner (OCME) will be paid to the OCME, Department of Justice (DOJ), through an interagency transfer approved by Governor and Council. Such funds will enable the OCME to carry out the identified responsibilities of the cooperative agreement.*
4. *The price limitation for this five year MOA is \$630,855. Compensation shall be paid upon invoice up to a maximum amount of \$140,171.00 during the first grant year and up to an amount of \$122,671.00 during each subsequent grant year. One hundred percent (100%) of those costs shall be covered via funds provided by the Centers for Disease Control. Neither DPHS, nor the OCME will be responsible for any expenses or costs incurred by the OCME under this Agreement in excess of the above amounts unless additional funding is expressly authorized by the DPHS prior to the work being performed, agreement of the parties, and Governor and Council approval.*

5. *Provide quarterly payment to DOJ upon receipt of an approved invoice based on actual costs incurred by the OCME.*
6. *Assist the OCME staff with project implementation.*
7. *Monitor the activities of the cooperative agreement as outlined in the cooperative agreement work plan.*
8. *Meet monthly or as indicated with the OCME staff to discuss the cooperative agreement activities carried out by the OCME staff.*
9. *Be responsible for assuring that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.*
10. *Work with the OCME staff to obtain data and information necessary for monitoring the cooperative agreement and developing and writing any required reports.*
11. *Attend/participate in any CDC-required meetings, trainings, or presentations with the OCME staff as appropriate.*
12. *Obtain Vital Record information and newborn screening test results for the data collection of any infants who die suddenly and unexpectedly as of September 1, 2014 through August 31, 2019 upon request from the OCME.*
13. *Carry out any quality assurance activities as outlined in the cooperative agreement narrative and/or work plan.*
14. *Work with the OCME staff to assure that all violent deaths (Homicides, Suicides, and all Firearm-related fatalities) are reviewed within three months of the death.*

II. Department of Justice

The Department of Justice, Office of the Chief Medical Examiner, agrees to:

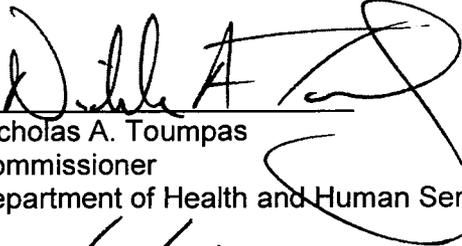
1. *Employ the position of NVDRS Analyst as outlined in the cooperative agreement application and job description.*
2. *Allow the Chief Medical Examiner or Chief Forensic Investigator to supervise the NVDRS Analyst to carry out the required responsibilities of the cooperative agreement.*
3. *Request and obtain access to, for the purpose of investigation and data collection for the National Violent Death Reporting System, information related to all violent deaths (Homicides, Suicides, and all Firearm-related fatalities) as of September 1, 2014 through August 31, 2019, from any sources of information including but not limited to: death scene investigation forms and reports, pathology and autopsy reports, medical records, social service records, law enforcement records, and protective service records, in accordance with RSA 611-B:11.*

4. *Utilize cooperative agreement funds for budgeted project-related expenses as outlined in the cooperative agreement budget as approved in advance by the Governor and Council. Reimbursement for the expenses will be paid to the Department of Justice, through an interagency transfer, which will enable the OCME to carry out the identified responsibilities of the cooperative agreement.*
5. *Collaborate with the Principal Investigator to carry out the requirements of the cooperative agreement including requesting and collecting the various data elements of the violent death, entering the data into the National Violent Death Reporting System, generating data for analysis and reports, working with MCH staff to formulate the reports, attending any CDC-required trainings, meetings, and participating in presentations.*
6. *Cooperate with the Principal Investigator on any project-related quality assurance activities as outlined in the cooperative agreement narrative and work plan.*

It Is Further Understood and Agreed Between DPHS, MCH and DOJ, OCME:

1. *That neither DHHS, DPHS, MCH nor DOJ, OCME will be responsible for any expenses or costs incurred by the OCME under this Agreement prior to the date of Governor and Council approval.*
2. *That the maximum amount of funds available for reimbursement under this Agreement from DPHS to OCME shall be a total of \$140,171.00 during the first grant year and \$122,671.00 during subsequent grant years with one hundred percent (100%) of those costs covered by funds provided by the Centers for Disease Control. Neither DPHS, nor the OCME will be responsible for any expenses or costs incurred by the OCME under this Agreement in excess of the above amounts unless additional funding is expressly authorized by the DPHS prior to the work being performed, agreement of the parties, and Governor and Council approval.*
3. *That OCME agrees to commence the project upon Governor and 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. *Notwithstanding any provision of this agreement to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds from the Centers for Disease Control are reduced or unavailable.*

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.



Nicholas A. Toumpas
Commissioner
Department of Health and Human Service
11/13/14

(Date)



Joseph Foster
Attorney General
Department of Justice
11/19/14

(Date)

Attorney General This is to certify that the above AGREEMENT has been reviewed by this office and is approved as to form and execution.

11/18/14

(Date)



Megan A. Yapple
Assistant Attorney General
CMT Bureau

Secretary of State This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

(Date)

(Attest)

(Secretary of State)

AWARD HISTORY
National Violent Death Reporting System NVDR

Award Ending 8/31/15	144,606	124,608
Expended through 6/30/14		-
Unobligated Balance Unable to Spend		<u>-</u>
Award Balance		124,608
SFY 15 Appropriation **		-
OYR		<u>-</u>
Available to Accept in SFY 15		124,608
Amount Requested this Action		<u><u>124,608</u></u>

**** SFY 15 Appropriation**

AU 18690000
NVDR

Current

OYR

Total

This Action

**Revised
 Budget
 124,608**

-

-

-

124,608

Total

-	-	-	-	124,608	124,608
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COOPERATIVE AGREEMENT
Department of Health and Human Services
Centers for Disease Control and Prevention
NATIONAL CENTER FOR INJURY PREVENTION AND CONTROL

Notice of Award

Issue Date: 09/02/2014



Grant Number: 1U17CE002610-01
FAIN: U17CE002610

Principal Investigator(s):
Rhonda Siegel

Project Title: New Hampshire Implementation of the National Violent Death Reporting System

DOLORES COOPER
FINANCE MGR, DPHS
29 HAZEN DR
CONCORD, NH 03301

Budget Period: 09/01/2014 – 08/31/2015
Project Period: 09/01/2014 – 08/31/2019

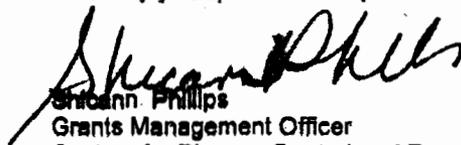
Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$144,808 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to NH ST DEPARTMENT OF HEALTH & HUMAN SERVICES in support of the above referenced project. This award is pursuant to the authority of SEC 301,317,&391A 42USC241,247B&280B-B3 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,


Shann Phillips
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U17CE002610-01

Award Calculation (U.S. Dollars)

Supplies \$2,500
Travel Costs \$3,060
Other Costs \$144
Consortium/Contractual Cost \$138,902

Federal Direct Costs \$144,606
Approved Budget \$144,606
Federal Share \$144,606
TOTAL FEDERAL AWARD AMOUNT \$144,606

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$144,606

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02 \$144,606
03 \$144,606
04 \$144,606
05 \$144,606

Fiscal Information:

CFDA Number: 93.136
EIN: 1026000618B3
Document Number: 002610CE14

IC	CAN	2014	2015	2016	2017	2018
CE	939ZSPT	\$144,606	\$144,606	\$144,606	\$144,606	\$144,606

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$144,606	\$144,606
2	\$144,606	\$144,606
3	\$144,606	\$144,606
4	\$144,606	\$144,606
5	\$144,606	\$144,606

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: / OC: 4151 / Processed: ERAAPPS 09/02/2014

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U17CE002610-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U17CE002610-01