

19B mac jam



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

Kerrin A. Rounds
Acting 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

December 27, 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, Division of Public Health Services, to **retroactively** extend a Memorandum of Understanding (MOU) with the Department of Justice (DOJ) (vendor # 177877-B001), 33 Capitol St., Concord, NH 03301, to engage in collection of data related to opioid overdose deaths as instructed in the Overdose Data to Action Grant, by increasing the price limitation by \$522,940 from \$174,091 to \$697,031 and by extending the completion date from August 31, 2019 to August 31, 2022, effective retroactive to September 1, 2019, upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on November 22, 2017 (Item # 18).

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OPIOID SURVEILLANCE

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease) Amount	Modified Budget Amount
2018	102/500731	Contracts for Program Services	90005040	\$74,682	\$0	\$74,682
2019	102/500731	Contracts for Program Services	90005040	\$85,208	\$0	\$85,208
2020	085/588520	Transfers to Other State Agencies	90050402	\$14,201	\$69,725	\$83,926
2021	085/588520	Transfers to Other State Agencies	90050402	\$0	\$209,176	\$209,176
2022	085/588520	Transfers to Other State Agencies	90050402	\$0	\$209,176	\$209,176
2023	085/588520	Transfers to Other State Agencies	90050402	\$0	\$34,863	\$34,863
			Total	\$174,091	\$522,940	\$697,031

EXPLANATION

This request is **retroactive** due to delays in negotiation and finalization of the scope of work with the Department of Justice.

The purpose of this request is to continue a partnership between the Department of Health and Human Services and the Department of Justice for the State Unintentional Drug Overdose Reporting System (SUDORS), which started under the Enhanced State Opioid Overdose Surveillance (ESOOS) grant, and will continue under the Overdose Data to Action (OD2A) grant. The Department's Division of Public Health Services administers the program and staff at the Office of Chief Medical Examiner collects and analyzes opioid-related death data. Due to the urgent need to increase surveillance capacity for nonfatal and fatal opioid overdose and their associated risk factors, Office of Chief Medical Examiner began working on March 8, 2017 entering case data on deaths into the National Violent Death Reporting System and meeting other Centers for Disease Control and Prevention grant deliverables.

Case data is entered into National Violent Death Reporting System under the statutory authority of the Office of Chief Medical Examiner and managed by the Centers for Disease Control and Prevention. No personally identifiable information is used. The registry is a resource for the Centers for Disease Control and Prevention and state grantees to learn more about the causes and risk factors of related of opioid overdose deaths and develop prevention and intervention strategies and systems improvement.

The activities and deliverables in this Memorandum of Understanding include data management services and requesting, abstracting, and entering case information of all accidental and undetermined manner opioid overdose deaths according to instructions provided by the CDC. Other services include generating aggregated data for analysis and reports; working with appropriate DPHS and OCME staff to edit and disseminate reports; and attending Centers for Disease Control and Prevention required trainings, meetings, and participating in presentations.

Notwithstanding any other provision of this MOU to the contrary, no services funded by the OD2A grant shall be provided after August 31, 2022, and the Department shall not be liable for any payments for services provided after August 31, 2022.

Should the Governor and Executive Council not approve this request; the state of New Hampshire's ability to address and monitor prescriptions written for opioids will be significantly diminished.

Area served: Statewide.

Source of funds: 100% Federal Funds from the Centers for Disease Control and Prevention, Injury Prevention and Control Research and State and Community Based Programs, CFDA No. 93.136/FAIN# NU17CE924984

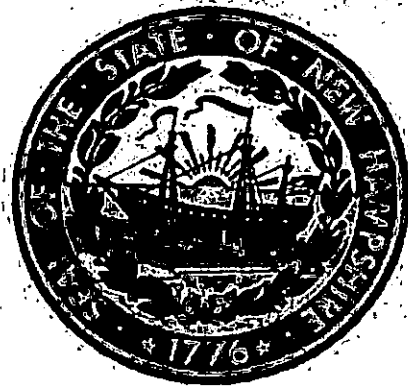
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Kerrin A. Rounds
Acting Commissioner

OVERDOSE DATA TO ACTION GRANT



DEPARTMENT OF HEALTH & HUMAN SERVICES MEMORANDUM OF UNDERSTANDING

Between

DIVISION OF PUBLIC HEALTH SERVICES

And

DEPARTMENT OF JUSTICE

AMENDMENT #1

New Hampshire Department of Health and Human Services
Overdose Data to Action Grant



AMENDMENT #1

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), 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 amend the roles and responsibilities set forth in the Memorandum of Agreement that was approved by Governor and Executive Council on November 22, 2017, item #18, of both the DHHS and DOJ related to collaboration on the Centers for Disease Control (CDC), Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality Grant (ESOOS).
- 1.3. This MOU replaces the above-referenced Memorandum of Agreement in its entirety, in order to modify and enhance the scope of services, add additional funding, and extend the completion date to August 31, 2022.
- 1.4. This MOU is effective retroactively to September 1, 2019, upon approval of Governor and Executive Council through August 31, 2022.
- 1.5. The ESOOS grant will be integrated into the Overdose Data to Action Grant (CDC-RFA-CE19-1904), which includes the same scope of services, and began on September 1, 2019.
- 1.6. This MOU has a price limitation of \$697,031 for State Fiscal years 2018 through 2023. *KC 1/28/20*

2. THE DEPARTMENT OF JUSTICE AGREES TO:

- 2.1. The Department Of Justice, Office of the Chief Medical Examiner (OCME), shall request, obtain, and/or maintain access to information regarding accidental and/or undetermined manner opioid-involved 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 Management Services (SAMS) password protected de-identified data collection website, in accordance with the Overdose Data to Action Grant (OD2A) cooperative agreement. Data shall be gathered from required sources, including, but not limited to:
 - 2.1.1. Vital records' death certificate data from the Electronic Data Warehouse (EDW) database.
 - 2.1.2. Law enforcement reports (not required, to be included if available).
 - 2.1.3. Medical Examiner files.
 - 2.1.4. Toxicology reports.
- 2.2. The DOJ-OCME shall utilize the cooperative agreement funds for budgeted project-related expenses and activities as outlined in the cooperative agreement budget as approved by the Governor and Executive Council. Reimbursement for the expenses will be paid to the DOJ, through an interagency transfer, which will enable the OCME to carry out the identified responsibilities of the cooperative agreement.
- 2.3. The Planning Analyst/Data Systems shall collaborate with the Maternal and Child Health (MCH) Section Principal Investigator, Injury Prevention Surveillance Analyst, and Opioid Overdose Surveillance Coordinator, to carry out the requirements of the cooperative agreement, which include, but are not limited to:
 - 2.3.1. Abstracting the data (2.1.1, 2.1.2, 2.1.3, 2.1.4) into the CDC provided National Violent Death Reporting System;
 - 2.3.2. Generating analysis and reports; formulating reports;



AMENDMENT #1

- 2.3.3. Attending any CDC-required trainings, meetings, and participating in presentations;
 - 2.3.4. Assisting in writing the budget justification and project narrative for the next project period;
 - 2.3.5. Cooperating with the MCH Principal Investigator on any project-related quality assurance activities as outlined in the cooperative agreement narrative and work plan; and
 - 2.3.6. Collaborating with the MCH Principal Investigator, Injury Prevention Surveillance Analyst and Opioid Overdose Surveillance Coordinator in disseminating information gathered to the public and stakeholders as appropriate.
- 2.4. The DOJ, OCME, shall create, hire, and/or maintain the following positions to work on the OD2A Grant:
- 2.4.1. Planning Analyst/Data Systems: The National Violent Death Reporting System (NVDRS) Planning Analyst/Data Systems, who also works on the OD2A Grant, as outlined in the cooperative agreement application and job description. The Planning Analyst/Data Systems shall train and supervise the Program Assistant III described in section 2.4.2. The Planning Analyst/Data Systems' salary and benefits will be covered at .45 FTE under the OD2A Grant., and .55 under the National Violent Death Reporting System (NVDRS) Grant.
 - 2.4.2. PROGRAM ASSISTANT III: Program Assistant III, is to be hired by April 2020. The Program Assistant III's salary and benefits will be covered at .50 FTE under the OD2A Grant, and .50 under the NVDRS Grant.
- 2.5. The Chief Forensic Investigator will supervise the Planning Analyst/Data Systems in carrying out the required responsibilities of the cooperative agreement.
- 2.6. The Planning Analyst/Data Systems and Program Assistant III will meet monthly, and on an as needed basis, with the DHHS staff (the Principal Investigator, Injury Prevention Surveillance Analyst, and Opioid Overdose Surveillance Coordinator) to discuss the cooperative agreement activities carried out by the Maternal and Child Health and OCME staff.
- 2.7. The DOJ shall provide a workspace at OCME for the Planning Analyst/Data Systems and Program Assistant III.
- 2.8. The DOJ shall allow the Planning Analyst/Data Systems and Program Assistant III access to Medical Examiner Records, Toxicology, other reports, and databases at OCME related to opioid involved deaths for abstraction into the NVDRS data collection website.
- 2.9. The DOJ shall utilize cooperative agreement funds for budgeted project-related expenses and activities as outlined in the cooperative agreement 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 OMCE to carry out the identified responsibilities of this cooperative agreement.
- 2.10. The Planning Analyst/Data Systems, Program Assistant III, 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 trainings 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.
- 2.10.1. The Planning Analyst/Data Systems will meet monthly with DOJ-OCME Financial Management Staff to review spending related to the OD2A Grant.
 - 2.10.2. The DOJ shall submit monthly invoices for related OD2A Grant expenses.

3. THE DEPARTMENT OF HEALTH & HUMAN SERVICES AGREES TO:

**New Hampshire Department of Health and Human Services
Overdose Data to Action Grant**



AMENDMENT #1

- 3.1. The DHHS shall accept and administer the CDC's Cooperative Agreements of New Hampshire's Overdose Data to Action Grant (OD2A).
- 3.2. The DHHS Injury Prevention Program Manager shall serve as the Principal Investigator for the cooperative agreement.
- 3.3. 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.
- 3.4. The DHHS shall assure that the cooperative agreement funds budgeted for the Office of the Chief Medical Examiner 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 cooperative agreement, including the continuing the position of an Planning Analyst/Data Systems and the new Program Assistant III position.
- 3.5. The DHHS shall contract with the OCME, as noted in the CDC approved budget justification, to provide these funds to defray the cost of:
 - 3.5.1. toxicology testing on opioid-involved accidental and undetermined manner deaths;
 - 3.5.1.1. The amount of funding added to the budget for toxicology testing will be \$51,527.
 - 3.5.2. purchase equipment related to the autopsy of opioid-involved accidental and undetermined manner deaths;
 - 3.5.2.1. The amount of funding added to the budget for equipment purchases will be \$14,000.
 - 3.5.3. travel; and
 - 3.5.4. provide salary and benefits for Planning Analyst/Data Systems and Program Assistant III.
- 3.6. The DHHS shall provide monthly payments to the DOJ upon receipt of an approved invoice based on actual costs incurred by the OCME.
- 3.7. The DHHS shall assist the OCME staff (Planning Analyst/Data Systems and Program Assistant III) with project implementation.
 - 3.7.1. The DHHS Injury Prevention Program Manager shall be the Principle Investigator, shall oversee the project, ensure communications between the CDC and DHHS/DOJ project staff is maintained, and continuation grant applications are submitted.
 - 3.7.2. 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.
 - 3.7.3. 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/Data Systems at OCME on a password protected flash drive. The data uploaded to the NVDRS website shall not include any personally identifiable information (PII).
- 3.8. The DHHS shall monitor the activities of the cooperative agreement as outlined in the cooperative agreement work plan.

**New Hampshire Department of Health and Human Services
Overdose Data to Action Grant**



AMENDMENT #1

- 3.9. The DHHS shall meet monthly, and on an as needed basis, with the OCME staff to discuss the cooperative agreement activities carried out by the OCME staff.
 - 3.10. The DHHS shall assure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.
 - 3.11. The DHHS shall work with the OCME staff to obtain data and information necessary for monitoring the cooperative agreement and developing and writing any required reports.
 - 3.12. The DHHS shall attend and/or participate in any CDC-required meetings, trainings or presentations with the OCME staff as appropriate.
 - 3.13. The DHHS shall query the New Hampshire Vital Records Death Certificate data from the EDW at least once every thirty (30) days. 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 Analyst/Data Systems for additional case abstraction at that time.
 - 3.14. The DHHS shall cooperate with the OCME to carry out any quality assurance activities as outlined in the cooperative agreement narrative and/or work plan.
 - 3.15. The DHHS shall work with the OCME to assure that all opioid-involved deaths are reviewed within three months of the death.
 - 3.16. The DHHS shall work with the OCME Planning Analyst/Data Systems in disseminating information gathered to the public and stakeholders as appropriate.
- 4. IT IS FURTHER UNDERSTOOD AND AGREED BY THE DEPARTMENT OF JUSTICE AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES THAT:**
- 4.1. The DHHS, DPHS, MCH will not be responsible for any expenses incurred by the OCME under this Agreement prior to September 1, 2019, or after August 31, 2022.
 - 4.2. One hundred percent (100%) of the contract-related costs shall be covered via funds provided by the CDC. Neither DPHS, nor the OCME will be responsible for any expenses or costs incurred by the OCME under this Agreement in excess of the amounts in the CDC Notice of Grant Award unless additional funding is expressly authorized by the DPHS prior to the work being performed, agreement of the parties, and Governor and Executive Council approval. The OCME agrees to commence the project upon Governor and Executive Council approval. Failure of the OCME to meet a 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 any deadline being unattainable.
 - 4.3. 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 CDC funds. DHHS shall not be required to transfer funds from any other source in the event that funds from the CDC are reduced or unavailable.
 - 4.4. In connection with the performance of this MOU, the DHHS and the DOJ will comply with all applicable laws and regulations.
 - 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.



AMENDMENT #1

4.5.1. Invoices shall be mailed or emailed to:

Division of Public Health Services
Department of Health and Human Services
29 Hazen Dr.
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 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 DHHS, 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.

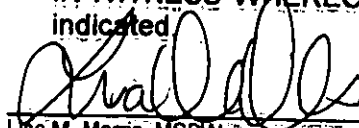
New Hampshire Department of Health and Human Services
Overdose Data to Action Grant



AMENDMENT #1

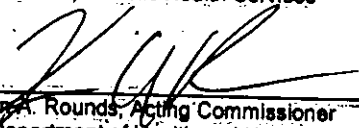
5. APPROVAL

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




Lisa M. Morris, MSSW
Director
NH Division of Public Health Services

12/26/19
Date



Keri A. Rounds, Acting Commissioner
NH Department of Health and Human Services

12/27/19
Date



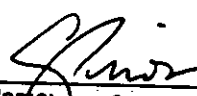
Gordon MacDonald, Attorney General
NH Department of Justice

12/19/19
Date

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

OFFICE OF THE ATTORNEY GENERAL

1/2/20
Date



Name: CATHERINE PINOS
Title: Attorney

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:



Jeffrey A. Meyers
Commissioner

Lisa Morris, MSSW
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



18
mac

October 23, 2017

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, Bureau of Population Health and Community Services, Maternal & Child Health Section, Injury Prevention Program to enter into a Memorandum of Agreement (MOA) with the Department of Justice (DOJ) (vendor # 177877-B001), 33 Capitol St., Concord, NH 03301, in the amount of \$174,091 to engage in collection of data related to opioid overdose deaths as instructed in the Enhanced State Surveillance of Opioid-involved Morbidity and Mortality Grant to be effective **retroactive** to March 8, 2017 upon date of Governor and the Executive Council approval through August 31, 2019. 100% Federal Funds

Funds are available in the following account for SFY 2018 and SFY 2019, and are anticipated to be available in SFY 2020 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from the Governor and Council.

05-95-90-902010-5040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OPIOID SURVEILLANCE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY18	102/500731	Contracts for Program Services	90005040	\$74,682
SFY19	102/500731	Contracts for Program Services	90005040	\$85,208
SFY20	102/500731	Contracts for Program Services	90005040	\$14,201
			Total	\$174,091

EXPLANATION

This request is **retroactive** in order to ensure that the Federal grant funds can be transferred from the Department of Health and Human Services to the Office of the Chief Medical Examiner. The Federal funding from the Centers for Disease Control and Prevention was received on August 19, 2016 was approved by the Fiscal Committee on February 2, 2017, and subsequently approved by the Governor and Executive Council on March 3, 2017 (Item #12) however the item did not include the Memorandum of Agreement that would allow the transfer of the funding.

This Enhanced State Surveillance of Opioid-involved Morbidity and Mortality project is a joint partnership between the Department of Health and Human Services and the Department of Justice. The Department's Division of Public Health Services administers the program and staff at the Office of Chief Medical Examiner collects and analyzes opioid-related death data. Due to the urgent need to increase surveillance capacity for nonfatal and fatal opioid overdose and their associated risk factors, Office of Chief Medical Examiner began working on March 8, 2017 entering case data on deaths into the National Violent Death Reporting System and meeting other Centers for Disease Control and Prevention grant deliverables.

Case data is entered into National Violent Death Reporting System under the statutory authority of the Office of Chief Medical Examiner and managed by the Centers for Disease Control and Prevention. No personally identifiable information is used. The registry is a resource for the Centers for Disease Control and Prevention and state grantees to learn more about the causes and risk factors of related of opioid overdose deaths and develop prevention and intervention strategies and systems improvement.

The activities and deliverables in this Memorandum Of Agreement include: data management services; requesting, abstracting, and entering case information of all accidental and undetermined manner opioid overdose deaths; generating data for analysis and reports; working with appropriate DPHS and OCME staff to edit and disseminate reports; and attending Centers for Disease Control and Prevention required trainings, meetings, and participating in presentations.

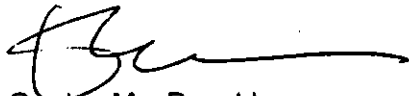
Should the Governor and Executive Council not authorize this Request, New Hampshire may not be able to comply with the fundamental requirements of the Enhanced State Surveillance of Opioid-involved Morbidity and Mortality Grant as Medical Examiner Report Abstraction and full Toxicology results may not be available. Failure to authorize this request may ultimately impede efforts to understand the Opioid Epidemic in our state as each data set will return to its silo incomplete and without the required context to create actionable reporting.

Area served: State of New Hampshire.

Source of funds: 100% Federal Funds; Catalog of Federal Domestic Assistance (CFDA) #93.136 - Department of Health and Human Services, Centers for Disease Control and Prevention, Injury Prevention and Control Research and State and Community Based Programs, National Center for Injury Prevention and Control. Federal Award Identification Number (FAIN) NU17CE924879

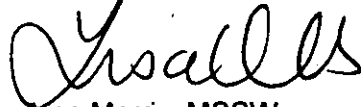
His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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



Gordon MacDonald
Attorney General
NH Office of the Attorney General

Respectfully submitted,



Lisa Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**ENHANCED STATE SURVEILLANCE OF OPIOID-
INVOLVED MORBIDITY & MORTALITY GRANT**



**DEPARTMENT OF HEALTH & HUMAN SERVICES
MEMORANDUM OF AGREEMENT**

Between

DIVISION OF PUBLIC HEALTH SERVICES

And

DEPARTMENT OF JUSTICE



1. GENERAL PROVISIONS

- 1.1. This Memorandum of Agreement (MOA) 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, 33 Capital Street, Concord, NH 03301.
- 1.2. The purpose of this MOA is to set forth roles and responsibilities of both the DHHS and DOJ related to collaboration on the Enhanced State Surveillance of Opioid Morbidity and Mortality Grant (Opioid Surveillance Grant).

2. DEPARTMENT OF JUSTICE RESPONSIBILITIES

- 2.1. The Department Of Justice, Office of the Chief Medical Examiner (OCME), shall request, obtain, and/or maintain access to information regarding accidental and/or undetermined manner opioid-involved overdose deaths for the purpose of investigation and data collection for the National Violent Death Review System, in accordance with the Opioid Surveillance Grant cooperative agreement. Data shall be gathered from sources including, but not limited to:
 - 2.1.1. Vital records' death certificate.
 - 2.1.2. Law enforcement reports (as available).
 - 2.1.3. Medical Examiner files.
 - 2.1.4. Toxicology reports in accordance with RSA 611-B:11.
- 2.2. The DOJ, OCME shall utilize cooperative agreement funds for budgeted project-related expenses as outlined in the cooperative agreement budget as approved in advance by the Governor and Executive Council. Reimbursement for the expenses will be paid to the DOJ, through an interagency transfer, which will enable the OCME to carry out the identified responsibilities of the cooperative agreement.
- 2.3. The DOJ, OCME shall collaborate with the Maternal and Child Health Section (MCH) Principal Investigator, Injury Prevention Surveillance Analyst, and Opioid Surveillance Coordinator to carry out the requirements of the cooperative agreement which includes but are not limited to:
 - 2.3.1. Entering the data into the Centers for Disease Control (CDC) provided National Violent Death Reporting System;
 - 2.3.2. Generating data for analysis and reports;
 - 2.3.3. Working with appropriate MCH and OCME staff to formulate the report; and
 - 2.3.4. Attending any CDC-required training, meeting, and participating in presentations.
- 2.4. The DOJ, OCME shall cooperate with the MCH Principal Investigator on any project -related quality assurance activities as outlined in the cooperative agreement narrative and work plan.
- 2.5. The DOJ, OCME shall collaborate with the MCH Principal Investigator, Injury Prevention Surveillance Analyst and Opioid Surveillance Coordinator in disseminating information gathered to the public and stakeholders as appropriate.
- 2.6. The DOJ, OCME, shall employ the position of the New Hampshire National Violent Death Reporting System (NVDRS) Analyst.
 - 2.6.1. The DOJ shall provide supervision of the NVDRS Analyst.
 - 2.6.2. The DOJ shall provide a workspace at OCME for the NVDRS Analyst.



- 2.6.3. The DOJ shall allow the NVDRS Analyst access to Medical Examiner Records and other reports related to opioid involved deaths for abstraction into the NVDRS data collection website.

3. DEPARTMENT OF HEALTH & HUMAN SERVICES RESPONSIBILITIES

- 3.1. The Department of Health & Human Services (DHHS) shall accept and administer the CDC's Cooperative Agreements of New Hampshire's Enhanced State Surveillance of Opioid-Involved Morbidity and Mortality (Opioid Surveillance Grant).
- 3.2. The DHHS shall serve as the Principal Investigator for the cooperative agreement.
- 3.3. The DHHS shall create, hire and maintain a Planning Analyst Data Systems-MCH Opioid Surveillance Coordinator position to assist in opioid overdose related data queries, quality assurance, stakeholder coordination, program evaluation, and data dissemination through reports and presentations, and grant writing.
- 3.4. The DHHS shall assure that the cooperative agreement funds budgeted for the Office of the Chief Medical Examiner will be paid to the Department of Justice (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 cooperative agreement, including the continuing the position of an NH-VDRS Analyst (.60 FTE NVDRS/.40 FTE Opioid Surveillance Grant.)
- 3.5. The DHHS shall contract with OCME for data management services and reporting with the price limitation for the term of this MOA at \$214,744, upon the availability of funds. Compensation shall be paid upon invoice up to a maximum amount of \$44,328 during the first grant year, \$85,208 in the second year and each subsequent grant year. The additional funds in year two and subsequent grant years shall defray the cost of toxicology testing on opioid-involved accidental and undetermined manner deaths. Due to an offset between Grant Year (September – August) and the State Fiscal Year (SFY), as well as a lost portion of Year 1 Grant funding in SFY17, total maximum compensation for this MOA is \$174,091. This is to be paid upon invoice up to a maximum of \$74,682 in SFY18, \$85,208 in SFY19, and \$14,201 in SFY20. One hundred percent (100%) of those costs shall be covered via funds provided by the Centers for Disease Control (CDC). 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 Executive Council approval. Should the CDC approve the supplemental grant application currently under consideration to cover additional toxicology testing, those funds shall be made available to OCME as well after due process by Governor and Executive Council.
- 3.6. The DHHS shall provide monthly payments to DOJ upon receipt of an approved invoice based on actual costs incurred by the OCME.
- 3.7. The DHHS shall assist the OCME staff with project implementation.
- 3.8. The DHHS shall monitor the activities of the cooperative agreement as outlined in the cooperative agreement work plan.
- 3.9. The DHHS shall meet monthly or as indicated with the OCME staff to discuss the cooperative agreement activities carried out by the OCME staff.
- 3.10. The DHHS shall assure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.
- 3.11. The DHHS shall work with the OCME staff to obtain data and information necessary for monitoring the cooperative agreement and developing and writing any required reports.

**New Hampshire Department of Health and Human Services
Enhanced State Surveillance of Opioid Morbidity and Mortality Grant**



- 3.12. The DHHS shall attend and/or participate in any CDC-required meetings, trainings or presentations with the OCME staff as appropriate.
- 3.13. The DHHS shall query the New Hampshire Vital Records Death Certificate data from the Electronic Data Warehouse at least every sixty (60) days. 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 NH-VDRS Analyst for additional case abstraction.
- 3.14. The DHHS shall carry out any quality assurance activities as outlined in the cooperative agreement narrative and/or work plan.
- 3.15. The DHHS shall work with the OCME staff to assure that all opioid-involved deaths are reviewed within three months of the death.
- 3.16. The DHHS shall work with the OCME NH-VDRS Analyst in disseminating information gathered to the public and stakeholders as appropriate.

4. It Is Further Understood and Agreed Between DHHS-DPHS, MCH and DOJ, OCME:

- 4.1. Whereas the Commissioner of DHHS approved providing retroactive payment to OMCE in July 2017, be it known 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 March 8, 2017, nor past the end date of August 31, 2019.
- 4.2. That the maximum amount of funds available for reimbursement under this Agreement from DPHS to OCME shall be a total amount of \$44,328 during the first grant year, \$85,208 in the second year and each subsequent grant year, with one hundred percent (100%) of those costs covered by funds provided by the Centers for Disease Control. Part of Grant Year 1 funding has been foregone due to the time required to prepare these agreements, resulting in a reduction of the total amount of Year 1 Grant Funding available down to \$3,675. The full \$85,208 will be available in each of Grant Years 2 and 3 (to be paid out over SFY 18-20). 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 and agreement of the parties. Should the CDC approve, DHHS's pending grant application for supplemental funding related to the Opioid Surveillance Grant for opioid death related toxicology testing fees incurred by OCME, those funds shall be included in this agreement as well, upon approval for acceptance to expend by the Governor and Council.
- 4.3. That OCME agrees to commence the project upon signing of this Agreement. Failure to meet deadlines 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.
- 4.4. 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.

New Hampshire Department of Health and Human Services
Enhanced State Surveillance of Opioid Morbidity and Mortality Grant



[Handwritten Signature]

Lisa M. Morris, MSSW
Director
NH Division of Public Health Services

10/30/17
Date

[Handwritten Signature]

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

10/31/17
Date

[Handwritten Signature]

Dr. Jonnie Duval, Chief Medical Examiner
NH Office of Chief Medical Examiner

11/1/2017
Date

[Handwritten Signature]

Gordon MacDonald
NH Office of the Attorney General

11/6/17
Date

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

OFFICE OF THE ATTORNEY GENERAL

[Handwritten Signature]

Name: *Lindsey Courchesne*
Title: *Attorney*

11/6/17
Date

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: