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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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August 26, 2021

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 enter into a Memorandum of Understanding with the New Hampshire Department of Safety (VC#177878), Concord, NH, in the amount of \$400,000, to procure three (3) positions and conduct related trainings to support specialty services programs administered by the Bureau of Emergency Medical Services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023 and are anticipated to be available in State Fiscal Year 2024 upon the availability and continued appropriation of funds in the future operating budget, 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.

05-95-90-901010-57710000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POLICY AND PERFORMANCE, PH COVID-19 HEALTH DISPARITIES

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|-----------------------|--------------|------------------|
| 2022 | 085-508523 | Contracts for Opr Svc | 90577150 | \$170,932 |
| 2023 | 085-508523 | Contracts for Opr Svc | 90577150 | \$200,000 |
| 2024 | 085-508523 | Contracts for Opr Svc | 90577150 | \$29,068 |
| | | | Total | \$400,000 |

EXPLANATION

The purpose of this Memorandum of Understanding is to establish the roles and responsibilities of the Department and the Department of Safety to better integrate local Emergency Medical Services personnel and resources into the larger healthcare system so that individuals with multiple chronic conditions or functional impairment can receive care and prevent unnecessary emergency department visits, hospital admissions and/or readmissions. The Bureau of Emergency Medical Services, the licensing body for Mobile Integrated Healthcare Services and for all Inter-Facility Transport agencies, will hire one (1) full time and two (2) part

time positions to educate and provide training to support the development of local Mobile Integrated Healthcare and Inter-Facility Transport programs.

The Department of Safety's Mobile Integrated Healthcare Program reduces the number of ambulance transports and admission to hospitals by preventing both the exacerbation of medical illness and/or acute trauma. The Department of Safety's Inter-Facility Transport Program assists communities by providing access to specialized transportation resources (Paramedic Inter-Facility Transport and Critical Care Transport) to individuals whose sickness and trauma cannot be prevented and require a higher level of care than the receiving facility can administer.

Mobile Integrated Healthcare Programs at the local level will improve care for individuals with complex medical conditions. This is especially important in rural communities where specialty health care may be hard to access. More than 5,500 licensed Emergency Medical Service (EMS) providers serving for the 295 units across the State will have the opportunity for additional training and education.

The Bureau of Emergency Medical Services will facilitate the hiring of the program coordinator positions and the specialty coordinator position, as soon as possible, with the goal of filling positions by December 31, 2021. Positions to be recruited for include:

- One (1) full-time, Specialty Services Coordinator;
- One (1) part-time, Mobile Integrated Healthcare Program Coordinator; and
- One (1) part-time, Inter-Facility Transport Program Coordinator.

The Bureau of Emergency Medical Services personnel shall provide an annual report of progress on both programs and meet bi-weekly with DHHS. The Bureau will support to Critical Access Hospitals and rural EMS agencies by:

- Ensuring quality-care of patients in the most appropriate facility or in pre-hospital settings;
- Connecting Critical Access Hospitals to agencies providing, or willing to provide Mobile Integrated Healthcare services as outlined within New Hampshire Patient Care Protocols;
- Supporting training, implementation, and partnerships with local Critical Access Hospitals for agencies seeking to begin Mobile Integrated Healthcare programming;

The Department will monitor the services by reviewing the following data elements:

- Obtaining the number of Emergency Medical Services agencies and/or hospitals engaged in discussions on Mobile Integrated Healthcare and Inter-Facility Transport;
- Identifying barriers and challenges experienced in completion of activities; and
- Reporting of any Mobile Integrated Healthcare Program that begins and is deemed "unsustainable" by stakeholders.

Should the Governor and Council not authorize this request, the Bureau of Emergency Medical Services would lack the resources and ability to grow the Mobile Integrated Healthcare Service and Inter-Facility Transport initiatives. The Department will not be able to complete the work plan submitted to the Centers for Disease Control and Prevention for this funding. Without these staffing resources, patient care in rural New Hampshire will not be appropriately supported and assisted by the Bureau of Emergency Medical Services to include additional evidence-based and high quality chronic disease care options through Mobile Integrated Healthcare initiatives.

Area served: Statewide

Source of Federal Funds: CFDA #: 93.391, FAIN #: NH75OT000031

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shibinette". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lori A. Shibinette
Commissioner

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



AND

THE NEW HAMPSHIRE DEPARTMENT OF SAFETY
MOU-2022-DPHS-01-EMERG

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 New Hampshire Department of Safety (DOS), 33 Hazen Drive, Concord, NH 03301 (referred to as the "Parties").
- 1.2. As a result of the COVID-19 pandemic, it is of the utmost importance that the public and businesses in the State of New Hampshire (NH) have adequate healthcare staffing resources to serve the public. To address this need, the Division of Public Health Services (DPHS) shall fund three positions at DOS which include: one (1) full-time Specialty Services Coordinator, one (1) part-time Mobile Integrated Healthcare (MIH) Program Coordinator, and one (1) part-time Inter-Facility Transfer (IFT) Program Coordinator.
- 1.3. The DOS's MIH program provides critical resources to communities, and reduces the amount of ambulance transports and admissions to hospitals by preventing both the exacerbation of medical illness and/or acute trauma. The DOS' IFT program assists the community by providing access to specialized transportation resources [Paramedic Inter-Facility Transport (PIFT) and Critical Care Transport (CCT)] to individuals whose sickness and trauma cannot be prevented and require a higher level of care than the receiving facility can handle. These positions support Critical Access Hospitals (CAH) to promote the proper care in the appropriate facility or in pre-hospital settings.
- 1.4. The purpose of this MOU is to set forth the roles and responsibilities of the DHHS and the DOS regarding the specialty services being provided by this funding, that fit most intuitively with the work that the Bureau of Emergency Medical Services (EMS) already conducts, throughout the State of NH. EMS is the licensing body for MIH Service and for all of the IFT agencies. These two program coordinators and the specialty coordinator will serve interested agencies and provide services best by integrating into the existing EMS system.
- 1.5. In connection with the performance of this MOU, the DHHS and the DOS shall comply with all applicable laws and regulations.

2. TERM

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 30, 2023. The parties will include a two year renewal option, pending additional federal funding and achievement of performance measures.
- 2.3. Modification: The parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the



completion of services, DOS shall deliver to DHHS, 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 immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE NEW HAMPSHIRE DEPARTMENT OF SAFETY

3.1. The DOS agrees to:

3.1.1. Facilitate the hiring of the program coordinator positions and the specialty coordinator position, as soon as possible, with a goal of filling positions by December 31, 2021, dependent upon EMSs capacity to temporarily support those salaries and benefits as approved by the Division of Personnel. EMS will provide bi-weekly updates to the DHHS on the recruitment and hiring process. Positions to be recruited for include:

3.1.1.1. One (1) full-time, **Specialty Services Coordinator**, responsible for all activities of the Specialty Services sub-section within the Clinical Systems section of the EMS, overseeing the development and execution of all Specialty Services to include, but not limited to: the MIH and IFT Programs.

3.1.1.2. One (1) part-time, **Mobile Integrated Healthcare Program Coordinator**, responsible for the coordination of MIH operations within NH including infrastructure; serving as the primary channel for internal and external MIH stakeholder communications; overseeing the MIH application process to ensure proper customer service transparency and efficiency; and continuously improving MIH operations and outcomes by utilizing evidence-based methods.

3.1.1.3. One (1) part-time, **Inter-Facility Transport Program Coordinator**, responsible for the coordination of a broad range of functions related to the development, management, and oversight of the State of NH's PIET and CCT Programs. This includes, but is not limited to: advocacy and program development with other facilities and outside users; troubleshooting operational problems; and conducting training sessions.

3.1.2. Coordinate meetings as needed between interested CAHs and EMS agency/agencies to implement a MIH initiative and learn of the resources and technical assistance available to them.

3.1.3. Provide support to CAHs to promote the proper care in the appropriate facility or in pre-hospital settings.

3.1.4. Connect CAHs to agencies providing MIH or agencies that may partner to provide MIH support to hospital entities.

3.1.5. Support training, implementation, and partnership with local CAHs for agencies seeking to begin MIH programming.

3.1.6. Conduct bi-weekly meetings and provide updates on:

3.1.6.1. The status of the hiring process;

**Memorandum of Understanding Between DHHS and DOS
MOU-2022-DPHS-01-EMERG**



- 3.1.6.2. The number of times outreach activities were conducted, including but not limited to: emails, phone calls, and/or mail to EMS agencies and/or CAHs; and
- 3.1.6.3. The status of planning or execution of any trainings or education sessions targeting MIH or IFT, including attendance for completed trainings and participants with respective agencies represented.
- 3.1.7. Report data twice annually on the following:
 - 3.1.7.1. The number of EMS agencies and/or hospitals engaged in discussions on MIH and IFT;
 - 3.1.7.2. Barriers or challenges experienced in completion of deliverables; and
 - 3.1.7.3. Indicate and/or disclose any MIH program that begins and is deemed "unsustainable" by stakeholders.
- 3.2. Payments shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits A-1, Budget through Exhibit A-3, Budget.
 - 3.2.1. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:

Lisa Cacciola, Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Lisa.M.Cacciola@dhhs.nh.gov

4: RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. The DHHS agrees to:
 - 4.1.1. Provide funds through the Center for Disease Control (CDC) COVID Disparities Grant to recruit and hire three (3) positions assigned to the Bureau of EMS and shall ensure that the job descriptions meet the requirements of the Grant.
 - 4.1.2. Mail, or email, invoices to:

NH Department of Safety
Bureau of Emergency Medical Services
Attn: Jeffrey Phillips
33 Hazen Drive
Concord, NH 03301
Jeffrey.R.Phillips@dos.nh.gov

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 COVID Disparities Grant funds from the Center of Disease Control (CDC) and Prevention. Notwithstanding any provision of this MOU 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



**Memorandum of Understanding Between DHHS and DOS
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any other source in the event that COVID Disparities Grant funds from the Center of Disease Control (CDC) and Prevention are reduced or become unavailable:

- 5.1.1. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 5.2. 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.
- 5.3. This Agreement 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. 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.
- 5.6. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 5.7. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

APPROVALS:

Lori A. Shibillette

Lori A. Shibillette
Commissioner
NH Department of Health and Human Services

8.27.21
Date

Robert L. Quinn

Robert L. Quinn
Commissioner
NH Department of Safety

8/26/21
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

8/30/21
Date:

Catherine Pinos
Name:
Title: CATHERINE PINOS
Attorney

**Memorandum of Understanding Between DHHS and DOS
MOU-2022-DPHS-01-EMERG**



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

Date:

Name:
Title:

Exhibit A-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Department of Safety

Project Title: Emergency Specialty Services

Budget Period: 7/1/2021 - 6/30/2022

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|----------|---------------|--------------------------|----------|-------|-------------------------------|----------|-------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 87,179.00 | \$ - | \$ 87,179.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 26,077.00 | \$ - | \$ 26,077.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ 19,301.00 | \$ - | \$ 19,301.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ 7,200.00 | \$ - | \$ 7,200.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,125.00 | \$ - | \$ 1,125.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 3,600.00 | \$ - | \$ 3,600.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 4,950.00 | \$ - | \$ 4,950.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ 5,000.00 | \$ - | \$ 5,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ 15,000.00 | \$ - | \$ 15,000.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 170,932.00 | \$ - | \$ 170,932.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Indirect As A Percent of Direct 0.0%

Exhibit A-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Department of Safety

Project Title: Emergency Specialty Services

Budget Period: 7/1/2023 - 9/30/2023

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|--------------------|----------|--------------|--------------------------|----------|-------|-------------------------------|----------|-------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 19,167.00 | \$ - | \$ 19,167.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 2. Employee Benefits | \$ 5,876.00 | \$ - | \$ 5,876.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 3. Consultants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 375.00 | \$ - | \$ 375.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 6. Travel | \$ 500.00 | \$ - | \$ 500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 7. Occupancy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 1,650.00 | \$ - | \$ 1,650.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Audit and Legal | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 1,500.00 | \$ - | \$ 1,500.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 29,068.00 | \$ - | \$ 29,068.00 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

Indirect As A Percent of Direct

0.0%