



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503
603-271-4517 1-800-852-3345 Ext. 4517
Fax: 603-271-3827 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

Marcella Jordan Bobinsky
Acting Director

October 21, 2015

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

Retroactive

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, Maternal & Child Health Section to enter into a retroactive Memorandum of Agreement with the Department of Justice (vendor # 177877-B001), 33 Capitol Street, Concord, NH 03301, to continue the development of the Sudden Unexpected Infant Death Case Registry retroactive to September 1, 2015, through August 31, 2018 in an amount not to exceed \$62,391. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2016 and 2017 and are anticipated to be available in the following account in State Fiscal Years 2018 and 2019 upon the continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

05-95-90-902010-5906 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, SUID CASE REGISTRY

Table with 5 columns: Fiscal Year, Class/Account, Class Title, Job Number, Total Amount. Rows include SFY16-19 and a Total row.

EXPLANATION

The Memorandum of Agreement is retroactive because the Department received the notice of award on September 1, 2015 for the continuation of the Sudden Unexpected Infant Death work that ended on August 31, 2015. The timing of the new award did not allow enough time for the Department

to move forward with a new Memorandum of Understanding before it ended.

This is a project administered and coordinated by the Division of Public Health Service's Maternal and Child Health Section, carried out in collaboration with the New Hampshire Office of Chief Medical Examiner. The Centers for Disease Control and Prevention (CDC) grant for Sudden Unexpected Infant Death Case Registry will be used to continue the current registry which tracks sudden unexpected deaths in infants up to one year of age.

Case data will be entered into the National Center for the Review and Prevention of Child Death's centralized data base under the authority of the Office of Chief Medical Examiner, managed by the Michigan Public Health Institute. No personally identifiable information is used. The registry is a resource for CDC and state grantees to learn more about the causes and risk factors of sudden infant death and develop prevention and intervention strategies and systems improvement.

Should Governor and Council not approve this request; the Department will not be able to provide CDC the information needed to learn more about risk factors and prevention for Sudden Infant Death Syndrome.

This agreement has the option to renew for up to an additional (3) three years contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Area served: State of New Hampshire.

Source of funds: 100% Federal Funds from the United States Department of Health and Human Services, Centers for Disease Control and Prevention, Procurement and Grants Office, to fund the Sudden Unexpected Infant Death Registry. CFDA #93.946.

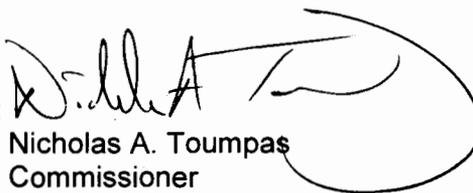
In the event that these Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

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

**Retroactive to September 1, 2015 through August 31, 2018**

**Subject: Cooperation on Sudden Unexpected Infant Death Case Registry Building Capacity 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 a Sudden Unexpected Infant Death Registry Project.

This grant is the third Cooperative Agreement of funding from the Centers for Disease Control (CDC) for a Sudden Unexpected Infant Death Case Registry Project. MCH, in collaboration with the OCME, was one of seven states that had a previous grant for a Case Registry Pilot Project, which ended July 31, 2012. The subsequent three year Cooperative Agreement Building Capacity grant, 2012 – 2015, continued the work of the previous pilot agreement. This new Cooperative Agreement Building Capacity grant, 2015 – 2018 continues the established project.

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

This MOA will be **retroactive** to September 1, 2015 and shall remain in effect through August 31, 2018, unless terminated by either party in writing, effective upon the date of Governor and Executive Council approval. The MOA may be amended in writing by both parties during the effective period. This MOA has the option to renew for up to three (3) years subject to the continued availability of funds, satisfactory performance of services, agreement of both parties, and approval by the Governor and Executive Council.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in this MOA and set forth herein, the parties agree 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/Project Coordinator 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. Such funds will enable the OCME to carry out the identified responsibilities of the Cooperative Agreement.*
4. *Provide the DOJ with funding in the amount of \$20,797 per grant year to fund the part-time services of a Project Data Control Clerk II and part-time Evidence Technician, and to contribute to expenses necessary for the implementation of this project, as set forth in the project budget.*

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 workplan.*
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 newborn screening test results for the data collection of any infants who die suddenly and unexpectedly as of September 1, 2015 upon request from the OCME.*
13. *Carry out any quality assurance activities as outlined in the Cooperative Agreement narrative and/or workplan.*
14. *Work with the OCME staff to assure that all Sudden Unexpected Infant Deaths are reviewed within three months of the death or the determination of the final diagnosis.*
15. *Work with the Child Fatality Review Committee as indicated.*

## **II. Department of Justice**

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

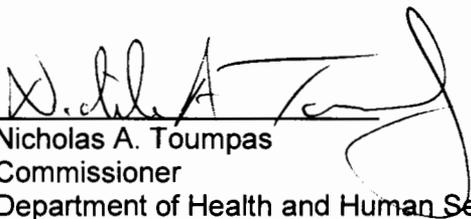
1. *Employ the position of Data Clerk II and Evidence Technician as outlined in the Cooperative Agreement application and job description.*
2. *Allow the Chief Medical Examiner or Chief Forensic Investigator to supervise the Data Clerk II and Evidence Technician to carry out the required responsibilities of the Cooperative Agreement.*
3. *Request and obtain access to, for the purpose of investigation and data collection for the infant death review and registry, information related to the sudden unexpected death of any infants as of September 1, 2015, from any sources of information including but not limited to: death scene investigation forms and reports, pathology and autopsy reports, infant medical records since birth, including newborn screening results, birth certificates, mother's prenatal and obstetric record, social service records, law enforcement records, and protective service records, in accordance with RSA 611-B:11.*

4. *Utilize grant funds for budgeted project-related expenses as outlined in the Cooperative Agreement budget if 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 Project Director to carry out the requirements of the Cooperative Agreement including requesting and collecting the various data elements of the infant death, entering the data into the National Child Death Data web-based registry, 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 Project Director on any project-related quality assurance activities as outlined in the Cooperative Agreement narrative and workplan.*

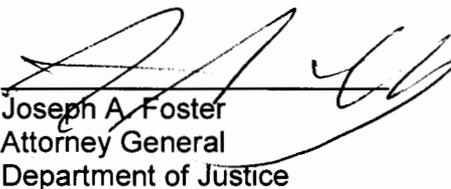
**It Is Further Understood and Agreed Between DPHS, MCH and DOJ, OCME:**

1. *That the maximum amount of funds available for reimbursement under this Agreement from the DPHS shall be a total of \$20,797 per grant year 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.*
2. *That DHHS agrees to request Governor and Council approval of the interagency transfer of funds necessary to support this project retroactive to the September 1, 2015 effective date of this MOU. OCME agrees to continue the on-going project pending approval of the fund transfer. DPHS agrees to provide funding based on the availability of CDC funds received for this program.*

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

10/23/15  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Joseph A. Foster  
Attorney General  
Department of Justice

10/28/15  
\_\_\_\_\_  
(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.

11/3/2015  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
Assistant Attorney General

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Secretary of State)