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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, for the purpose of collecting, linking and analyzing data from various sources regarding violent deaths including homicides, suicides, and firearm deaths of all intents, by increasing the price limitation by \$401,878 from \$630,855 to \$1,032,733 effective retroactive to September 1, 2019, upon Governor and Executive Council approval through August 31, 2022. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on January 28, 2015 (Item# 11).

Funds to support this request are available in State Fiscal Years 2020 and 2021 and are anticipated to be available in the following accounts for State Fiscal Years 2022, and 2023 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-90-902010-1869 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	Current Modified Budget	Increase (Decrease) Amount	Modified Budget Amount
2015	049/ 584920	Transfers to Other State Agencies	90001869	\$120,367	\$0	\$120,367
2016	049/ 584920	Transfers to Other State Agencies	90001869	\$122,030	\$0	\$122,030
2017	049/ 584920	Transfers to Other State Agencies	90001869	\$122,671	\$0	\$122,671
2018	049/ 584920	Transfers to Other State Agencies	90001869	\$122,671	\$0	\$122,671

2019	049/ 584920	Transfers to Other State Agencies	90001869	\$122,671	\$0	\$122,671
2020	085/588520	Transfers to Other State Agencies	90001869	\$20,445	\$111,633	\$132,078
2021	085/588520	Transfers to Other State Agencies	90001869	\$0	\$133,959	\$133,959
2022	085/588520	Transfers to Other State Agencies	90001869	\$0	\$133,959	\$133,959
2023	085/588520	Transfers to Other State Agencies	90001869	\$0	\$22,327	\$22,327
			Total	\$630,855	\$401,878	\$1,032,733

**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 ensure the Department's ability to continue collecting data on violent deaths from Vital Records Data, Law Enforcement Reports, and Medical Examiner/Toxicology Reports. The Department utilizes the data to produce a de-identified annual report and presentation that is disseminated to violent death prevention partners.

The Department of Health and Human Services received funding from the Centers for Disease Control (CDC) to establish the National Violent Death Reporting System (NVDRS) in New Hampshire. The funding was awarded with the understanding that the Injury Prevention Program within the Division of Public Health Services will work in conjunction with its partner, the New Hampshire Office of Medical Examiner, in the Department of Justice in order to:

- Collect and link data on violent deaths from various sources;
- Analyze the data;
- Share aggregated data with the Centers for Disease Control for national level reporting; and
- Utilize the data to inform statewide stakeholders to help them develop strategies for the prevention of suicide, homicide, and firearm-related deaths.

In recent years, 2015-2017, there were on average 287 violent deaths per year in New Hampshire. The majority (88%) of these were suicides. Participation in the National Violent Death Reporting System expands what is available from Death Certificate Data by adding information abstracted from autopsy reports, medical examiner reports, toxicology reports and police reports. Work will continue to allow the DHHS Injury Prevention Program, the DOJ Office of the Medical Examiner and their colleagues to further target prevention efforts.

Should the Governor and Executive Council not authorize this request, the data available through the National Violent Death Reporting System will not be available to the Department. Inability to have access to the information would result in the Department being unable to identify trends that could identify

high-risk groups who need prevention strategies in order to reduce both the risk and incidence of violent deaths.

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# NU17CE924939

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

Respectfully submitted,



Kerrin A. Rounds  
Acting Commissioner

**NATIONAL VIOLENT DEATH REPORTING  
SYSTEM (NVDRS) GRANT**



**MEMORANDUM OF UNDERSTANDING**

Between

**DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF  
PUBLIC HEALTH SERVICES**

And

**DEPARTMENT OF JUSTICE, OFFICE OF THE CHIEF MEDICAL  
EXAMINER**

**AMENDMENT #1**

**New Hampshire Department of Health and Human Services  
National Violent Death Reporting System Grant (NVDRS)**

**AMENDMENT #1**

**1. GENERAL PROVISIONS**

- 1.1. This Memorandum of Understanding (MOU) describes activities that have been agreed to between the 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 related to collaboration on the National Violent Death Reporting System Grant.
- 1.2. The purpose of this amendment is to adjust the original MOA approved by the Governor and Executive Council on 1/28/2015, Item #11, which set forth roles and responsibilities of both the DHHS and the DOJ pertaining to collaboration on the Centers for Disease Control and Prevention (CDC), Collecting Violent Death Information Using the National Violent Death Reporting System (NVDRS) Grant.
- 1.3. This amendment to the MOU modifies and enhances the scope of services, provides a mechanism for DHHS to financially support DOJ's activities at the OCME related to the NVDRS Grant, and extends the completion date to August 31, 2022. This amendment supports activities of the NVDRS grant continuation, which will begin a new three-year period on September 1, 2019.
- 1.4. This MOU is effective retroactive to September 1, 2019, upon approval by the Governor and Executive Council through August 31, 2022.
- 1.5. This MOU has a price limitation of \$1,032,733 for State Fiscal Years 2015 through 2023. *LC 1-2-20*

**2. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES AGREES TO:**

- 2.1. Accept and administer the grant funds award by CDC related to the for the 2018-2019 National Violent Death Reporting System (NVDRS) project, and continuing into the 2019-2022 new project period.
- 2.2. Serve as the Principal Investigator for the NVDRS in New Hampshire.
- 2.3. Ensure that the awarded funds budgeted for the OCME are 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 in this MOU.
- 2.4. Provide monthly payment to DOJ upon receipt of an approved invoice based on actual costs incurred by the OCME.
- 2.5. Assist the DOJ, OCME staff (Planning Analyst/Data Systems and Program Assistant III (as defined in Section 3.1 below) with project implementation.
- 2.6. Monitor the activities as outlined in the project narrative's work plan accepted by the CDC.
- 2.7. Meet monthly, and on an as needed basis, with the OCME staff to discuss the work plan activities carried out by the OCME staff.
- 2.8. Provide the CDC with data according to their data reporting requirements.

2.9. Work with the OCME staff to obtain data and information necessary for monitoring the grant requirement and developing and writing any required reports.

2.10. Attend/participate in any CDC-required meetings, trainings, or presentations with the OCME staff, as appropriate.

2.11. Query the New Hampshire Vital Records Death Certificate data from the Electronic Data Warehouse (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. The data uploaded to the NVDRS website shall not include any personally identifiable information (PII).

2.12. Cooperate with the OCME to carry out any quality assurance activities as outlined in the project narrative and/or work plan.

2.13. Work with the OCME staff to ensure that all violent deaths (homicide, suicide, undetermined manner deaths and all firearm deaths) are reviewed within three months of the death.

2.14. Work with the OCME Planning Analyst/Data Systems in disseminating information gathered to the public and stakeholders as appropriate.

### 3. THE DEPARTMENT OF JUSTICE AGREES TO:

3.1. Create, hire, and/or maintain the following positions to work on both the NNVDRS Grant and Overdose Data to Action Grant (OD2A):

3.1.1. **PLANNING ANALYST/DATA SYSTEMS:** The NVDRS Planning Analyst-Data Systems, who also works on the OD2A grant, as outlined in the project narratives in these grant applications. The Planning Analyst/Data Systems shall train and supervise the Program Assistant III. The Planning Analyst/Data Systems's salary and benefits will be covered at .45 FTE under the OD2A grant, and .55 FTE under the NVDRS grant. The OD2A grant requirements will be defined under a separate MOU.

3.1.2. **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. The OD2A grant requirements will be defined under a separate MOU.

3.2. Ensure the Chief Forensic Investigator supervises the Planning Analyst/Data Systems to carry out the required responsibilities of this MOU.

3.3. Request, obtain, and/or maintain access to information regarding violent deaths (homicide, suicide, undetermined manner deaths and all firearm

**New Hampshire Department of Health and Human Services  
National Violent Death Reporting System Grant (NVDRS)**

**AMENDMENT #1**

deaths) for the purpose of investigation and de-identified data collection as allowed by RSA 611-B:11 for NVDRS using the Secure Access Management Services (SAMS) password protected data collection website. In accordance with the CDC requirements for participation in the NVDRS grant project, data shall be gathered from sources, including, but not limited to:

- 3.3.1. Vital records' death certificate data from the EDW data base;
- 3.3.2. Law enforcement reports;
- 3.3.3. Medical Examiner files;
- 3.3.4. Toxicology reports; and
- 3.3.5. Other databases at OCME as needed.
- 3.4. Utilize funds provided by DHHS for budgeted project-related expenses and activities as outlined in the project narrative and budget justification submitted to CDC.
- 3.5. Utilize funds, NVDRS grant funds, after DOJ approved travel request justification is completed, for the Planning Analyst/Data Systems, Program Assistant III, and Chief Forensic Investigator to travel to the required Annual Grantees meeting and other additional conferences and training that may be offered during the grant year.
- 3.6. Coordinate monthly meetings between the Planning Analyst/Data Systems and DOJ Financial Management Staff to review spending related to the NVDRS Grant.
- 3.7. Submit monthly invoices for related NVDRS grant expenses To DHHS.
- 3.8. Collaborate, through the Planning Analyst/Data Systems and Program Assistant III, with the Principal Investigator to carry out the requirements of the NVDRS project including but not limited to:
  - 3.8.1. Abstracting the data (from sources noted above in section 3.3) into the CDC provided National Violent Death Reporting System;
  - 3.8.2. Generating analysis and reports; formulating reports,
  - 3.8.3. Attending any CDC-required trainings and meetings, and participating in presentations.
  - 3.8.4. Assisting in writing the budget justification and project narrative for the next project period.
  - 3.8.5. Cooperating with the MCH Principal Investigator on any project related quality assurance activities as outlined in the cooperative agreement narrative and work plan.
  - 3.8.6. Collaborating with the MCH Principal Investigator in disseminating information gathered to the public and stakeholders, as appropriate.
- 3.9. Cooperate with the Principal Investigator on any project-related quality

assurance activities as outlined in the project narrative and work plan

- 3.10. Coordinate meetings, to be held monthly and on an as needed basis, between the Planning Analyst/Data Systems and Program Assistant III will meet monthly or as needed with DPHS staff (the Principal Investigator and the Injury Prevention Surveillance Analyst) to discuss the Cooperative Agreement activities carried out.
  - 3.11. Provide a workspace at OCME for the Planning Analyst/Data Systems and Program Assistant III.
  - 3.12. Allow the Planning Analyst/Data Systems and Program Assistant III access to Medical Examiner Records, Toxicology, other reports as needed, and related data bases at the OCME related to suicides, homicides and firearm deaths for abstraction into the NVDRS data collection website.
- 4. IT IS FURTHER UNDERSTOOD AND AGREED BY THE DEPARTMENT OF HEALTH AND HUMAN SERVICE AND THE DEPARTMENT OF JUSTICE THAT:**
- 4.1. Neither DPHS or DOJ will be responsible for any expenses or costs incurred under this MOU prior to Governor and Executive Council approval, prior to September 1, 2019, nor after August 31, 2022.
  - 4.2. One hundred percent (100%) of contract-related costs shall be covered by funds provided by the CDC. Neither DPHS or DOJ will be responsible for any expenses or costs incurred by the DOJ under this Agreement in excess of the amounts in the CDC Notice of Grant Award unless additional funding is expressly authorized by the DHHS prior to the work being performed, agreement of the parties, and Governor and Executive Council approval.
  - 4.3. DOJ agrees to commence the project upon Governor and Executive Council approval. DHHS may terminate this agreement for any failure, without good cause, to meet NVDRS data deliverable and reporting deadlines set by the CDC, 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 a 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, 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 CDC are reduced or unavailable.
  - 4.5. In connection with the performance of this MOU, DHHS and the DOJ will comply with all applicable laws and regulations.
  - 4.6. 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 DPHS for costs incurred. Invoices must include line items with dates, description of services and associated costs.



**New Hampshire Department of Health and Human Services  
National Violent Death Reporting System Grant (NVDRS)**

**AMENDMENT #1**

4.6.1. Invoices shall be mailed or emailed to:

Division of Public Health Services  
Department of Health and Human Services  
29 Hazen Drive  
Concord, NH 03301  
DPHSContractBilling@dhhs.nh.gov

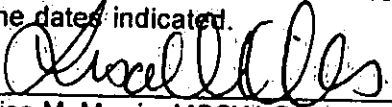
4.7. DPHS agrees to pay the DOJ within thirty (30) days of receipt of the approved invoices.

4.8. 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 DPHS, DPHS reserves the right to terminate this Agreement and any remaining funds will be forfeited. Such termination shall be submitted in writing to the DOJ.

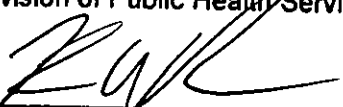
4.9. This MOU may be modified at any time during the effective period by mutual written agreement of both parties, subject to the approval of the Governor and Executive Council, as applicable.

5. APPROVALS


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

  
\_\_\_\_\_  
Kerrin A. Rounds, Acting Commissioner  
NH Department of Health and Human Services

1/9/2020  
\_\_\_\_\_  
Date

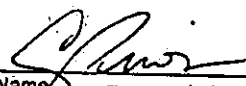
  
\_\_\_\_\_  
Gordon MacDonald, Attorney General  
NH Department of Justice

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:



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  
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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
<b>Total Revenue</b>		<b>\$0.00</b>	<b>\$124,608.00</b>	<b>\$124,608.00</b>
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
<b>Total Expenses</b>		<b>\$0.00</b>	<b>\$124,608.00</b>	<b>\$124,608.00</b>

The Honorable Mary Jane Wallner, Chairman  
 Fiscal Committee of the General Court, and  
 Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 December 10, 2014  
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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.

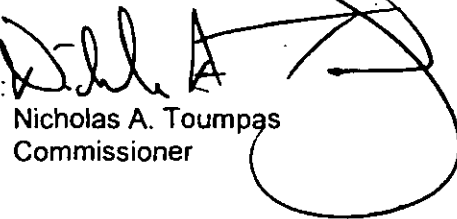
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and the Honorable Council  
December 10, 2014  
Page 2

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.*

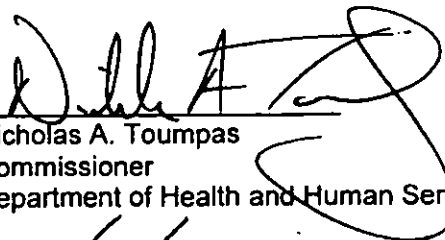


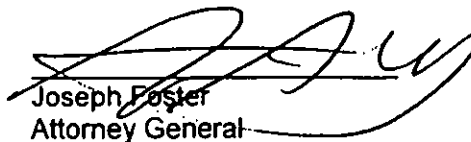
4. *Utilize cooperative agreement funds for budgeted project-related expenses as outlined in the cooperative agreement budget as approved in advance by the Governor and Council. Reimbursement for the expenses will be paid to the Department of Justice, through an interagency transfer, which will enable 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.*

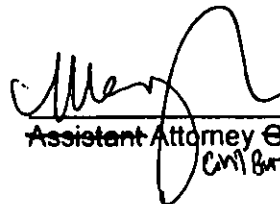
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

  
\_\_\_\_\_  
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. Pyle  
Assistant Attorney General  
Civil 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 \$144,606 (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&2608-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 grantees 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,

  
Shannon 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
<b>TOTAL FEDERAL AWARD AMOUNT</b>	<b>\$144,606</b>

**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: 93.138  
 EIN: 1026000818B3  
 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](mailto: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**