



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  
M.A.C.

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
			<b>Total</b>	<b>\$174,091</b>

### **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.

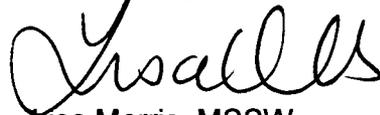
Area served: State of New Hampshire.

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

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.



- 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



*Lisa M. Morris*

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

10/30/17  
Date

*Jeffrey A. Meyers*

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

10/31/17  
Date

*Jeanne Duval*

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

11/1/2017  
Date

*Gordon MacDonald*

Gordon MacDonald  
NH Office of the Attorney General

11/6/17  
Date

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

11/6/17  
Date

*Lindsay Courchesne*  
Name: Lindsay Courchesne  
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: