



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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October 5, 2018

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 (DPHS), to enter into a Memorandum of Understanding (MOU) with the Department of State, Division of Vital Records Administration (DVRA) Vendor # 177885-B001, 9 Ratification Way, Concord, NH 03301 in an amount not to exceed \$45,000 for the enhancement of birth records for opioid-related surveillance, effective upon the date Governor and Executive Council approval through August 31, 2019. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020, upon 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 without further approval from Governor and Executive Council, if needed and justified.

**05-95-90-902510-70390000 – HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PUBLIC HEALTH CRISIS RESPONSE**

Fiscal Year	Class/Account	Class Title	Job Number	Amount
2019	049/584932	Transfer to Other State Agencies	TBD	\$37,500
2020	049/584932	Transfer to Other State Agencies	TBD	\$ 7,500
			<b>TOTAL:</b>	<b>\$45,000</b>

**EXPLANATION**

Approval of this Memorandum of Understanding will allow the Department to provide funding to the New Hampshire Department of State, Division of Vital Records Administration (DVRA) to support activities related to improving public health surveillance functionality within the New Hampshire Vital Records Information Network (NHVRIN) system. This MOU addresses an important gap in New Hampshire's opioid surveillance data for the vulnerable newborn population. Through this program, the DVRA will develop and implement additional surveillance questions for all New Hampshire birth records to identify and address maternal opioid use or exposure, and to monitor all newborns for Neonatal Abstinence Syndrome or withdrawal symptoms. The Department and DVRA will work collaboratively regarding pilot testing, developing and delivering training, backend infrastructure, and physical worksheets to be completed.

The DVRA will update the NHVRIN system to include new data fields in birth data, allowing for the tracking of substance use disorder and opioid related exposure in birth records. The DVRA will apply all protections and security currently in effect to all new data collected under this MOU. Improving DVRA's data system will help to rapidly implement innovative surveillance projects that address immediate state-specific response needs to address the ongoing opioid crisis in New Hampshire.

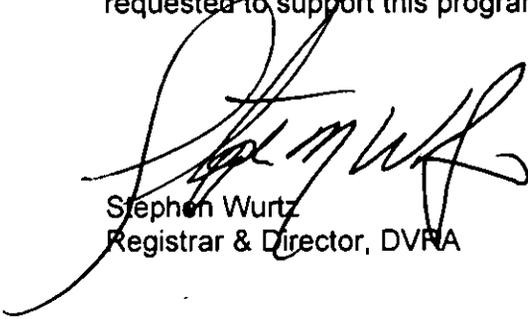
Should the Governor and Executive Council not approve this request, the state of New Hampshire's ability to address and monitor maternal exposure to opioids during pregnancy and its impact on newborns will be significantly diminished.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after August 31, 2019, and the Department shall not be liable for any payments for services provided after August 31, 2019.

Area served: Statewide.

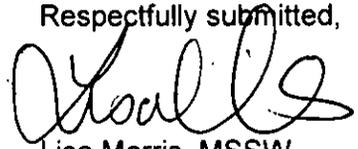
Source of Funds: 100% Federal Funds from the Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CFDA # 95.354).

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



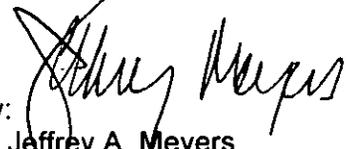
Stephen Wurtz  
Registrar & Director, DVRA

Respectfully submitted,



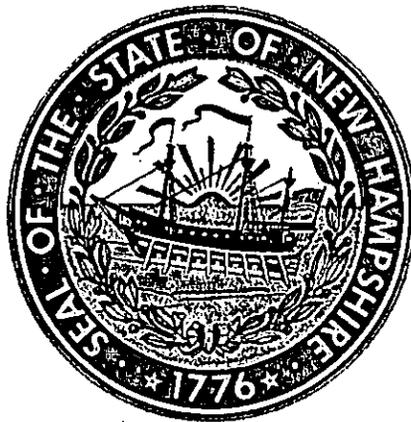
Lisa Morris, MSSW  
Director, DPHS

Approved by:



Jeffrey A. Meyers  
Commissioner

**Enhancement of NH Vital Records Birth Records  
for Opioid-related Surveillance**



**MEMORANDUM OF UNDERSTANDING**

**Between**

**The New Hampshire Department of Health and Human Services (DHHS),  
Division of Public Health Services (DPHS)**

**and**

**The New Hampshire Department of State,  
Division of Vital Records Administration (DVRA)**

**MOU-2019-DPHS-03-NHVIT**

**New Hampshire Department of Health and Human Services  
Enhancement of NH Vital Records Birth Records  
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**1. GENERAL PROVISIONS**

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), 29 Hazen Drive, Concord, NH 03301, and the New Hampshire Department of State (DOS), Division of Vital Records Administration (DVRA), 9 Ratification Way, Concord, NH 03301.
- 1.2. The purpose of this MOU is to provide a mechanism for DPHS to financially support DVRA activities related to improving public health surveillance functionality within the New Hampshire Vital Records Information Network (NHVRIN) system, using 100% federal grant funds. The federal funds were received via CDC-RFA-TP18-1802 Cooperative Agreement for Emergency Response: Public Health Crisis Response, 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2) grant from the Centers for Disease Control and Prevention (CDC) to support this program. Improving DVRA's data system will help to rapidly implement innovative surveillance projects that help address immediate state-specific response needs.
- 1.3. Furthermore, the purpose of this MOU is to set forth roles and responsibilities of both the DPHS and DVRA related to collaboration on the OPIS S2 grant. The funding period is September 1, 2018 – August 31, 2019 with all invoices paid by September 30, 2019.
- 1.4. This MOU addresses an important gap in the New Hampshire overdose surveillance data for the vulnerable newborn population. Funding will be used for the DVRA to add questions to all birth records to address maternal exposure to opioids during pregnancy and to monitor newborns for Neonatal Abstinence Syndrome or withdrawal symptoms, which will better serve maternal and child health needs.
- 1.5. This MOU is effective from the date of Governor and Executive Council approval through August 31, 2019, unless terminated earlier.

**2. THE DEPARTMENT OF STATE, DVRA, AGREES TO:**

- 2.1. Develop and implement additional surveillance questions for all New Hampshire birth records to identify and address maternal opioid use or exposure, and to monitor all newborns for Neonatal Abstinence Syndrome or withdrawal symptoms.
- 2.2. Work collaboratively with DPHS regarding pilot testing, developing/delivering training, backend infrastructure, and physical worksheets to be completed, etc.
- 2.3. Update the NHVRIN system to include new data fields in birth data, allowing for the tracking of substance use disorder/opioid related exposure in birth records.
- 2.4. Collect data as part of the birth record worksheet and transmit this data daily to the existing Electronic Data Warehouse (EDW) at the DHHS. The DVRA shall make updates to the EDW birth table to accommodate new columns of information and shall add new fields to the EDW to support new questions on birth records. The

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DVRA will apply all protections and security currently in effect for the EDW to all new data under this MOU.

- 2.5. Provide updates as required by DPHS regarding when the software is updated and information regarding any success stories from using the software.

**3. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DPHS, AGREES TO:**

- 3.1. Administer the CDC's Cooperative Agreements of 2018 Opioid Overdose Crisis Cooperative Agreement Supplement (OPIS S2).
- 3.2. Subject to the DVRA's compliance with the terms and conditions of this MOU, DHHS shall transfer funds to DOS upon the receipt of the invoices, for up to a maximum of \$37,500 in SYF 2019 and \$7,500 in SYF 2020.
- 3.3. Serve as the Principal Investigator for the Cooperative Agreement and ensure that the Cooperative Agreement funds budgeted for the DVRA will be paid to the DVRA through an interagency transfer approved by Governor and Executive Council. Such funds will enable the DVRA to carry out the identified responsibilities of the Cooperative Agreement.
- 3.4. Monitor the activities of the Cooperative Agreement as outlined in the Cooperative Agreement work plan.
- 3.5. Collaborate with the DVRA to obtain data and information necessary for monitoring the cooperative agreement and developing and writing any required reports.
- 3.6. Work with the DVRA regarding the pilot testing, developing/delivering training, backend infrastructure, and physical worksheets to be completed, etc.
- 3.7. Attend and/or participate in any CDC-required meetings, trainings or presentations.
- 3.8. Ensure that any data reporting requirements requested by the Centers for Disease Control (CDC) are provided to the CDC.

**4. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN DPHS AND DVRA:**

- 4.1. Neither the DPHS, nor the DVRA will be responsible for any expenses or costs incurred by the DVRA under this Agreement prior to September 1, 2018, nor past the end date of August 31, 2019.
- 4.2. In connection with the performance of this MOU, the DPHS and the DVRA shall comply with RSA 5-C:9 VI., RSA 126:24-C, and all other applicable laws and regulations.
- 4.3. The maximum amount of funds available for reimbursement under this Agreement from DPHS to DVRA shall not exceed \$37,500 in SYF 2019 and \$7,500 in SYF 2020 with one hundred percent (100%) of those costs covered by funds provided by the Centers for Disease Control. Neither DPHS, nor the DVRA will be responsible for any expenses or costs incurred by the DVRA under this Agreement in excess of the above amounts. The sub-award from the larger OPIS S2 grant for the activities with DVRA is in the amount of \$45,000 and invoices shall not exceed that total amount.

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- 4.4. The DVRA shall take appropriate steps to accept and expend the funds provided within the project period as required by the CDC. The DVRA shall submit two invoices to DPHS for costs incurred. The first invoice is due by May 31, 2019 and the second invoice is due by August 31, 2019. Invoices must include line items with dates, description of services and associated costs. Invoices shall be mailed or emailed to:
- 4.4.1. Division of Public Health Services  
Department of Health and Human Services  
29 Hazen Drive  
Concord, NH 03301  
[DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov)
- 4.5. DHHS agrees to pay DVRA within thirty (30) days of receipt of the approved invoices.
- 4.6. 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. DPHS 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.
- 4.7. In the event of an early termination of this MOU for any other reason than the completion of services, the DVRA 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 the DPHS, the DPHS reserves the right to terminate this Agreement and any remaining funds will be forfeited. Such termination shall be submitted in writing to the DVRA and will require the DVRA to deliver a final Termination Report as described above.
- 4.8. This MOU may be modified at any time during the effective period by mutual written consent of both parties, subject to the approval of the Governor and Executive Council if required.



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5. APPROVALS

Lisa Morris, Director  
NH Division of Public Health Services

10/30/18

Date

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

10/30/18

Date

William Gardner, Secretary of State  
NH Department of State

10/25/18

Date

Stephen M. Wurtz, State Registrar  
NH Department of State  
Division of Vital Records Administration

10/25/18

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

11/1/18  
Date

  
Name: Megan A. Kepley  
Title: Attorney

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I hereby certify that the foregoing Memorandum of Understanding 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: