



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**

August 20, 2021



Sam

67A

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with the The Trustees of Dartmouth (Dartmouth) (VC #177157-B013), in the amount of \$101,214 to support the APPLETREE Program (Agency For Toxic Substances and Disease Registry's Partnership to Promote Local Efforts to Reduce Environmental Exposures), effective upon Governor and Council approval through March 31, 2022. 100% Federal Funds.

Funding is available in the account as follows.

03-44-44-443010-78790000-072-500573

Department of Environmental Services, Environmental Health Program, Grants Federal

FY 22  
\$ 101,214

**EXPLANATION**

NHDES requests approval to enter into a **SOLE SOURCE** Grant Agreement with Dartmouth. Dartmouth was selected for this project because it has unique expertise in community outreach and engagement around environmental health concerns, which are largely focused on cancer as a health endpoint. With the NH State Cancer Registry (NHSCR) and the Toxic Metals Superfund Research Program being housed at Dartmouth, the project team, which will be led by the Director of the NHSCR, is uniquely positioned to perform this scope of work with its in-depth understanding of environmental health, environmental exposures, and the utility and limitations of cancer registry data. The team at Dartmouth has extensive experience in working with state agencies in response to community concerns, giving them a unique understanding of challenges associated with response, as well as strategies to promote successful response and community engagement. Further, Dartmouth is uniquely positioned to be able to complete the scope of work in the limited timeframe available under the federal grant period ending on March 31, 2022. Through this agreement, Dartmouth will work directly with the APPLETREE program at NHDES. The APPLETREE program conducts health risk assessments and develops communication and outreach materials to reduce harmful environmental exposures around Superfund sites and other identified areas where there is environmental contamination. Response to community concerns and efforts to reduce exposure rely on successful and effective partnership with trusted local community leaders, including

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

Page 2 of 2

town administration, elected officials, and local health officers. The program funded through this agreement will support the creation and implementation of a training program aimed at promoting meaningful involvement in response to environmental health concerns among local leaders.

With receipt of federal funds from the Agency for Toxic Substances and Disease Registry (ATSDR), the APPLETREE program at NHDES is in a unique position to fund Dartmouth to create, test, and implement a training program and to develop resources to allow for continuation of training.

The attached Grant Agreement provides for completion of project tasks.

In the event that Federal funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, content, and execution.

We respectfully request approval of this item.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

**GRANT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, Trustees of Dartmouth College**

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, New Hampshire Department of Environmental Services, (hereinafter "State"), and the Trustees of Dartmouth College (hereinafter "Dartmouth") for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions outlined in this Agreement.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **03/31/2022**.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

*Project Title: Training and Resource Development for the Engagement of Local Leaders in Response to Community Environmental Health Concerns*

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Karen Craver  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-6803

**Campus Project Administrator**

Name: Jill Mortali  
Address: Trustees of Dartmouth College  
Office of Sponsored Projects  
11 Rope Ferry Road #6210  
Hanover, NH 03755  
Phone: 603-646-0678

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: Karen Craver  
Address: NH Department of Env. Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301  
Phone: 603-271-6803

**Campus Project Director**

Name: Judy Rees, BM, BCh, MPH, PhD  
Address: Geisel School of Medicine at  
Dartmouth  
Department of Epidemiology  
One Medical Center Drive, HB 7927  
Lebanon, NH 03756  
Phone: 603-653-3683

F. Total State funds in the amount of \$101, 214 have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Dartmouth for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Cooperative Agreement No. 5 NU61TS000320 from under CFDA# 93.240. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with this Agreement.

H.  State has chosen **not to take possession** of equipment purchased under this Project Agreement.

State has chosen **to take possession** of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement constitutes the entire agreement between State and Dartmouth regarding this Cooperative Project, and supersedes and replaces any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.


IN WITNESS WHEREOF, the Trustees of Dartmouth College and the State of New Hampshire, Department of Environmental Services have executed this Project Agreement.

**By An Authorized Official of:**

**Trustees of Dartmouth**

Name: Stephanie Morgan

Title: Senior Grants Associate, Office of Sponsored Projects

Signature and Date: 


Digitally signed by Stephanie Morgan  
DN: cn=Stephanie Morgan, o=Office  
of Sponsored Projects,  
ou=Dartmouth College,  
email=stephanie.morgan@dartmouth  
edu, c=US  
Date: 2021.08.04 15:57:17 -0400

**By An Authorized Official of:**

**Department of Environmental Services**

Name: Robert R. Scott

Title: Commissioner

Signature and Date:  8/24/21

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Joshua C Harrison

Title: Assistant Attorney General

Signature and Date:  8/31/2021

**By An Authorized Official of: the  
New Hampshire Governor &  
Executive Council**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF SERVICES

- A. Project Title:** Training and Resource Development for the Engagement of Local Leaders in Response to Community Environmental Health Concerns
- B. Project Period:** The term of this SOW shall commence on the SOW Effective Date and shall continue until March 31, 2022, unless extended in accordance with the terms of the Agreement.
- C. Objectives:** Dartmouth staff will assist in the development of training and resources to promote the engagement of local leaders, including local health officers, town administration, and elected officials, in response to community concerns about environmental health, including those related to potential exposures associated with Superfund National Priority List (NPL) sites in New Hampshire.
- D. Scope of Work:** Dartmouth staff will collaborate with DES and will develop training and resources to promote the engagement of local leaders, including local health officers, town administration, and elected officials, in response to community concerns about environmental health, including those related to potential exposures associated with National Priority List sites.

Stakeholders, including the APPLETREE program, other state partners, community members, and members of the target population will be engaged in project development and implementation to ensure utility and usability of deliverables.

The training and resources developed will promote an understanding of the State's process for responding to environmental health concerns, where local leaders can fit into and inform the process, and how to best assess concerns and understand related environmental, health outcome, and risk factor data.

With input and guidance from DES staff, Dartmouth staff will be responsible for engaging stakeholders, arranging, and facilitating meetings, researching and assembling materials, facilitating training sessions, and producing and posting resources, including written materials and recorded presentations/trainings.

In addition, funding will cover a formal evaluation. The deliverables, including written materials and a recorded training session, will be available to share with partners from other states to support their own efforts in response to environmental health concerns.

### **E. Deliverables Schedule:**

<b>Deliverables</b>	<b>Timeline</b>
Identification of stakeholders for input	August-September 2021
Convening of stakeholders	September-October 2021
Development of training objectives	November 2021

Development of training and resources	November 2021-January 2022
List of local leaders, town officials, invitees	February 2022
Training & distribution of resources	February 2022
Training debrief	March 2022

**F. Budget: \$101,214**  
Salary \$67,656  
Fringe \$24,356  
IDC (10%) \$9,201

**EXHIBIT B – PAYMENT SCHEDULE**

- 1) The state shall pay the contractor an amount not to exceed \$101,214. Price limitation for the services provided by the contractor pursuant to Exhibit A Scope of Services.
- 2) This contract if funded with funds from a Grant to the State of New Hampshire from the United States Center for Disease Control, for Toxic Substances and Disease Registry (ATSDR) Award Program under CFDA # 93.136.
- 3) The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractors current and/or future funding.
- 4) Payment for said services shall be paid monthly as follows:
  - a. Payment 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 items.
  - b. The contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice will include detail about hours worked. The invoice must be completed, signed and returned in order to initiate payment.
  - c. The State shall make payment to the contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. Contractors will keep detailed records of their activities related to NHDES funded programs and services.

- d. The final invoice shall be due to the State no later than forty-five (45) days following the project end date of 3/31/2022. Requests submitted after this date may be denied.
- e. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.
- f. In lieu of hard copies, all invoices may be assigned by an electronic signature and emailed.

### **EXHIBIT C – SPECIAL REQUIREMENTS**

Federal Funds paid under this agreement are from a Grant to the State of New Hampshire from the United States Center for Disease Control, for Toxic Substances and Disease Registry (ATSDR) Award Program under CFDA # 93.136. All applicable requirements regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force and effect to comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA). The Contractor shall comply with the terms of FFATA by providing NHDES with their Data Universal Numbering System (DUNS) number, and all applicable Executive Compensation Data information as required under the FFATA. The DUNS number is 04-102-7822.

# DARTMOUTH

Board of Trustees

Hanover, New Hampshire, 03755

## CERTIFICATE

I, Laura H. Hercod, hereby certify that I am Assistant Clerk of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire; that as Assistant Clerk I have custody of the records of meetings of the Board of Trustees of said corporation; and that at a meeting of said Board duly called and held on the 9<sup>th</sup> day of April, 2011 at which a quorum was present and acting throughout, the following vote was adopted:

VOTED: To approve the Signature and Requisition Authority Policy, effective July 1, 2011 or such earlier date as the Executive Vice President/Chief Financial Officer shall determine. The provisions of the Signature and Requisition Authority Policy shall take precedence over any previous inconsistent vote of the Board of Trustees.

I further certify that said Board voted to adopt amendments to the Signature and Requisition Authority Policy on March 3, 2012 (effective January 1, 2012), September 22, 2013, January 2, 2014, March 8, 2014, November 8, 2014, September 17, 2016, March 4, 2017, November 4, 2017, and November 3, 2018 and that pursuant to authority granted in the policy, amendments by the Executive Vice President and the Provost were made August 7, 2015 (effective July 1, 2015), as amended on September 17, 2016, April 10, 2017, October 13, 2017, and as further amended on October 18, 2018. The document is available on Dartmouth's website at:  
[https://www.dartmouth.edu/finance/documents/purchasing\\_tab\\_documents/signature\\_authority\\_policy.pdf](https://www.dartmouth.edu/finance/documents/purchasing_tab_documents/signature_authority_policy.pdf)

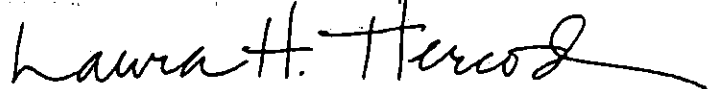
I further certify that said vote remains in full force and effect as of the date hereof and is not contrary to any provision of the Charter of said corporation.

I further certify that attached hereto is a true and correct copy of the Introduction and the Sponsored Activities Administration and Intellectual Property Transactions section (Appendix G) of the said Signature and Requisition Authority Policy.

I further certify that the following persons were appointed to the positions opposite their respective names and continue to serve in said positions as of the dates shown:

Joseph Helble	Provost	October 29, 2018
Dean Madden	Vice Provost for Research	July 1, 2017
Dianne Ingalls	Controller	July 1, 2020
Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Stephanie Morgan	Senior Grants Associate	January 1, 2020
Rebekah Coble	Senior Grants Associate	February 11, 2020
Renee Brown	Senior Grants Associate	January 1, 2020
Sherrie Read	Contracts Manager	March 1, 2019

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this  
31<sup>st</sup> day of August, 2021.



Laura H. Hercod, Assistant Clerk  
Trustees of Dartmouth College



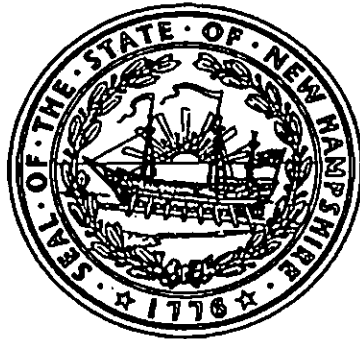
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRUSTEES OF DARTMOUTH COLLEGE a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on December 13, 1769. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 66740

Certificate Number: 0004575593



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of September A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  J09254-DART-GAWUP-21-22	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pinnacle Consortium of Higher Ed VT RRRG</td> <td>11980</td> </tr> <tr> <td>INSURER B : Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C : Genesis Insurance Company</td> <td>38962</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F : N/A</td> <td>N/A</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacle Consortium of Higher Ed VT RRRG	11980	INSURER B : Safety National Casualty Corporation	15105	INSURER C : Genesis Insurance Company	38962	INSURER D : N/A	N/A	INSURER E : N/A	N/A	INSURER F : N/A
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<b>INSURED</b> TRUSTEES OF DARTMOUTH COLLEGE 6012 NORTH FAIRBANKS 8 CEMETERY LANE HANOVER, NH 03755															

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PCHE2021-03	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			CA6675686 *SELF-INSURED FOR *PHYSICAL DAMAGE	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____			YUB 301084N	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	PROFESSIONAL LIABILITY			PCHE2021-03	07/01/2021	07/01/2022	EACH CLAIM \$ 3,000,000 AGGREGATE \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## EVIDENCE OF INSURANCE

Note: The umbrella liability policy # YUB301084N provides excess coverage over the professional liability policy # PCHE2021-03.

## CERTIFICATE HOLDER

NH Department of Environmental Services  
29 Hazen Drive  
PO Box 95  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*