



The State of New Hampshire
Department of Environmental Services

NOV 17 '20 PM 12:45 RCVD



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Robert R. Scott, Commissioner

November 2, 2020

His Excellency, Governor Christopher Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a Memorandum of Agreement (MOA) with the New Hampshire Department of Health and Human Services (DHHS), Division of Health Management (VC# 177921-B001) in the amount of \$20,509 to implement the *Strengthening Environmental Health Capacity to Detect, Prevent, and Control Environmental Health Hazards Through Data-driven, Evidence-based Approaches* program, effective upon Governor and Council approval through August 31, 2024,. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2021</u>
03-44-44-443010-7879000-072-500576	\$ 20,509
Dept Environmental Services, Drinking Water Program, Grants-Federal	

EXPLANATION

NHDES has obtained a competitive federal grant from the Centers for Disease Control and Prevention (CDC) for the Strengthening Environmental Health Capacity (EHC) program. DPHS will provide health education to promote public awareness of the environmental data and findings (available on the publicly facing WISDOM data portal). The Health Educator will also provide training for NHDES and DPHS staff, along with community partners such as local health departments, on the availability and utility of the WISDOM data portal to assist in the setting of public policy in target communities where environmental contaminants in may pose a threat to public health.

The attached memorandum of understanding (MOU) between NHDES and DHHS will provide 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. This agreement has been approved by the Attorney General's Office as to form, substance and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

MEMORANDUM OF UNDERSTANDING
between the
NH DEPARTMENT OF ENVIRONMENTAL SERVICES
and the
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES

Title: Strengthening Environmental Health Capacity

I. Purpose of Agreement:

This Memorandum of Understanding (MOU) describes the data sharing, and education and outreach activities associated with the Centers for Disease Control and Prevention (CDC) *Strengthening Environmental Health Capacity (EHC) to Detect, Prevent, and Control Environmental Health Hazards Through Data-driven, Evidence-based Approaches* program that have been agreed to between the Department of Environmental Services (NHDES) and the Department of Health and Human Services (DHHS). This MOU will allow NHDES and DHHS to work collaboratively to achieve the CDC's program goals of 1) using environmental health (EH) data for data-driven decision-making; 2) identifying and addressing EH hazards; and 3) assessing the effectiveness and impact of EH services and interventions.

II. Timeline of Agreement:

This MOU is in effect from the date of approval by Governor and Executive Council of the State of New Hampshire (Effective Date) through the date in which a subsequent agreement is entered into by the parties following the award of grant funding, but no later than August 31, 2024. This MOU terminates if the grant is not awarded to the Department of Environmental Services, or may be terminated by either party with a 30-day written notice to the non-terminating party. This MOU cannot be extended.

For the purposes of this MOU, NHDES and DHHS agree to cooperate as follows:

III. Department of Environmental Services

The Department of Environmental Services will:

1. Assist DHHS with project planning and implementation when appropriate.
2. Provide DHHS with technical expertise and support, and environmental contamination and health risk information to assist DHHS in implementing CDC's primary goal of increasing environmental health capacity in the state.
3. Assist the Division of Public Health Services (DPHS) epidemiological staff with access to environmental monitoring data via NHDES OneStop and other database systems, as deemed appropriate by NHDES program staff.
4. Provide DHHS with funding as described in the Funding, Costs and Payment section.
5. Assign responsible staff to oversee the project and the final work products.

IV. Department of Health and Human Services

The Department of Health and Human Services will:

1. Assist NHDES with project planning and implementation when appropriate.
2. Provide health education to promote public awareness of the data and findings (available on the publicly facing WISDOM data portal). The Health Educator will also provide training for NHDES and DPHS staff, along with community partners such as local health departments, on the availability and utility of the WISDOM data portal to assist in the setting of public policy in target communities where environmental contaminants in may pose a threat to public health.
3. Work with NHDES to implement and ensure satisfactory completion of the CDC EHC project.
4. Assign responsible staff within the Division of Public Health Services to serve as a liaison with NHDES for the purpose of carrying out this MOU.

V. Mutual Agreement of the Parties

It is further understood and agreed to between NHDES and DHHS that:

1. The parties will work collaboratively as outlined above to meet the goals and objectives outlined in the Cooperative Agreement (EH20-2005; Grant #: 1 NUE1EH001401-01-00) with CDC.
2. The parties will maintain communication via regular meetings (at least monthly) between program staff to ensure collaboration on work that is being conducted.
3. The parties will facilitate the exchange of information and appropriate data sets to support work in the field of Environmental Health. Data will be in the form of summary statistics or publicly available information. Protected Health Information will not be shared. While not a comprehensive list, some examples of data that may be shared to support this work include summaries of well water quality data, summaries of socioeconomic factors, summaries of early childcare centers and populations served.
4. This MOU may be modified in writing at any time by mutual consent of both parties and approval by the Governor and Council.
5. In the event that changes in either State or Federal laws or regulations occur which render the performance of portions of this MOU illegal, void, impractical or impossible, those responsibilities shall be removed from this MOU but such removal shall not affect the other provisions contained within the remainder of this MOU.
6. The parties will review this MOU at least once each year to determine whether the MOU should be revised, renewed, or terminated.

VI. Funding, Costs and Payment:

Funding to DHHS for this project is available via this MOU from federal grant funds awarded to NHDES as part of its Cooperative Agreement (EH20-2005; Grant #: 1 NUE1E001401-01-00) with CDC. All applicable requirements, regulations, provisions, terms and conditions of the Cooperative Agreement will be adopted in full force and effect for the purpose of work performed under this MOU in any subsequent agreement between parties.

NHDES will pay DHHS project costs on a quarterly basis for each grant year, which runs from September 1 through August 31 not to exceed five grant year cycles. If expenses by DHHS to implement any portion of this project precede the Effective Date, those services will be performed at the sole risk of DHHS. In the event that this MOU does not become effective, NHDES shall be under no obligation to pay for costs incurred or services performed. However, if this MOU becomes effective, all costs incurred by DHHS prior to the Effective Date of

the MOU that is allowable in accordance with the Cooperative Agreement will be paid under the terms of this MOU.

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



Robert R. Scott
Commissioner
NH Department of Environmental Services

11/3/20

Date

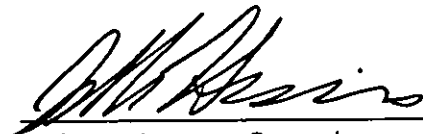


Lori A. Shubinette
Commissioner
NH Department of Health and Human Services

10/12/2020

Date

APPROVED as to form, substance, and execution



Assistant Attorney General
Office of the Attorney General

11/16/2020

Date

1. DATE ISSUED MM/DD/YYYY 08/25/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 93.070 - Environmental Public Health and Emergency Response			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. 1 NUE1EH001401-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN NUE1EH001401		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 09/01/2020		Through 08/31/2025	
7. BUDGET PERIOD MM/DD/YYYY From 09/01/2020		Through 08/31/2021	
8. TITLE OF PROJECT (OR PROGRAM) Strengthening environmental health capacity			

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention
CDC Office of Financial Resources

2939 Brandywine Road
Atlanta, GA 30341

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
Section 317(k)(2) of the Public Health Service Act, [42 U.S.C. Section
247b(k)(2)], as amended

9a. GRANTEE NAME AND ADDRESS ENVIRONMENTAL SERVICES, NEW HAMPSHIRE DEPARTMENT OF 29 Hazen Dr NEW HAMPSHIRE DEPT OF ENVIRON CONCORD, NH 03301-6510	9b. GRANTEE PROJECT DIRECTOR Mr. PAUL ANTHONY SUSCA 29 HAZEN DRIVE CONCORD, NH 03302 Phone: 603-271-1881
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Susan Carlson 29 Hazen Dr CONCORD, NH 03301-6510 Phone: 603.271.1881	10b. FEDERAL PROJECT OFFICER Connie Thomas 4770 Buford Hwy, NE; MS F58 Atlanta, GA 30341 Phone: 770-488-3631

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 39,471.00	
II Total project costs including grant funds and all other financial participation <input type="checkbox"/> I		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 4,743.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 2,938.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 39,471.00	
c. Total Personnel Costs 7,681.00		13. Total Federal Funds Awarded to Date for Project Period 39,471.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies 350.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel 2,818.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction 0.00		a. 2 b. 3 c. 4 d. 5 e. 6 f. 7	
h. Other 500.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
i. Contractual 27,927.00		a. DEDUCTION	
j. TOTAL DIRECT COSTS 39,274.00		b. ADDITIONAL COSTS	
k. INDIRECT COSTS 197.00		c. MATCHING COSTS	
l. TOTAL APPROVED BUDGET 39,471.00		d. OTHER RESEARCH (Add / Deduct Option)	
m. Federal Share 39,471.00		e. OTHER (See REMARKS)	
n. Non-Federal Share 0.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to the grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:

Ralph U Robinson, Grants Management Officer
2960 Brandywine Rd
Mailstop E01
Atlanta, GA 30341-5509
Phone: 770-488-2441

17. OBJ CLASS 41.51	18a. VENDOR CODE 1026000618K7	18b. EIN 026000618	19. DUNS 042828025	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-939ZUGW	b. 20NUE1EH001401	c. EH	d. \$39,471.00	e. 75-20-0947
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.