



The State of New Hampshire **JUN16'22 AM 8:40 RCVD**  
**Department of Environmental Services**



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**Robert R. Scott, Commissioner**

June 14, 2022

His Excellency, Governor Christopher T. 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 Understanding (MOU) with the New Hampshire Department of Health and Human Services, Division of Health Management (DPH) (VC# 202586-B002) in the amount of \$46,290 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 & Council approval through November 1, 2022. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified.

	<u>FY 2022</u>	<u>FY 2023</u>
03-44-44-443010-7879-085-588590	\$ 23,145	\$ 23,145
Dept Environmental Services, Environmental Health Program, IntraAgency Transfer of Fed Funds		

**EXPLANATION**

NHDES obtained a competitive Federal grant from the Centers for Disease Control and Prevention (CDC) for the Strengthening Environmental Health Capacity (EHC) program. NHDES is providing funding to DPH so it can 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 DPH 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 may pose a threat to public health. The attached memorandum of understanding between NHDES and DPH 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 on which a subsequent agreement is entered into by the parties following the award of grant funding, but no later than November 1, 2022. This MOU terminates at the end of the budget period and any extension thereof, of the last follow-on grant 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 a Principal Investigator 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 may pose a threat to public health.
3. Work with NHDES to implement and ensure satisfactory completion of the CDC EHC project. Project deliverables are detailed in each year's Application for Federal Assistance, which is incorporated by reference into each year's Notice of Award (Federal Award Identification Number NUE1EH001401) from CDC.
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 Notices of Award (Federal Award Identification Number NUE1EH001401) from CDC, each of which incorporates by reference NHDES' Application for Federal Assistance.
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:**

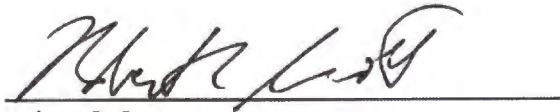
Funding to DHHS for this project not to exceed \$46,290 is available via this MOU from federal grant funds awarded to NHDES under Notices of Award (Federal Award ID No. NUE1E001401) from CDC. All applicable requirements,

regulations, provisions, terms and conditions of the Notices of Award will be adopted in full force and effect for the purpose of work performed under this MOU in any subsequent agreement between parties.

DHHS will invoice NHDES, within 30 days following the end of each quarter, for 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. NHDES' Principal Investigator shall review and approve said invoices as before approving payment. 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. Because each annual CDC grant closes on October 30 of each year (60 days after the annual award end date of August 31) all invoices must be submitted and paid on time. Work items from a given grant year cannot be applied against the following grant year.

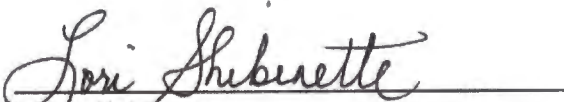
In the event that this MOU does not become effective, NHDES shall be under no obligation to pay for costs incurred or services performed. However, if this MOU becomes effective, all costs incurred by DHHS prior to the Effective Date of the MOU that is allowable in accordance with the Cooperative Agreement 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

4/25/22  
Date



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

2/17/22  
Date

APPROVED as to form, substance, and execution



Assistant Attorney General  
Office of the Attorney General

5/6/2022  
Date

