



The State of New Hampshire JUN10'20 AM10:15 DA
Department of Environmental Services



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Robert R. Scott, Commissioner

June 3, 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 \$391,251 to implement the *Choose Safe Places for Early Care and Education* program, effective as of July 1, 2020 through March 31, 2023, upon Governor and Council approval. 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 . Funding for fiscal years 2022 – 2023 is contingent upon continuing appropriation and availability of funds.

	<u>Fiscal Year</u>	<u>Fiscal Year</u>	<u>Fiscal Year</u>
	<u>2021</u>	<u>2022</u>	<u>2023</u>
03-44-44-443010-7879000-072-500576	\$ 103,221	\$ 145,193	\$ 142,837
Dept Environmental Services, Environmental Health Program, Grants-Federal			

EXPLANATION

NHDES has obtained a competitive Federal grant from the Agency for Toxic Substances and Disease Registry (ATSDR) for the Partnership to Promote Local Efforts to Reduce Environmental Exposure (APPLETREE) program. NHDES will use the funding to conduct public health assessments in response to site-specific issues involving human exposure to hazardous substances in the environment. DHHS and NHDES will collaborate to provide community outreach to deliver clear, accurate information about the health effects of environmental exposures to those residing in communities where hazardous chemical releases have occurred. These citizens need relevant information on environmental health risks in order to make personal and policy decisions to protect their health. The funding will also be used by DHHS to implement the ATSDR's Choose Safe Places for Early Care and Education program which will include formulating collaboration strategies to help educate New Hampshire communities, to prevent new early care and education facilities from being located in places where there may be an increased risk of exposure to harmful environmental contamination.

The attached memorandum of agreement (MOA) 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: Partnership to Promote Local Efforts to Reduce Environmental Exposure

I. Purpose of MOU:

This Memorandum of Understanding (MOU) describes the health education and outreach activities associated with the Agency for Toxic Substances and Disease Registry's (ATSDR) Partnership to Promote Local Efforts to Reduce Environmental Exposure (APPLETREE) project 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 ATSDR's primary goal of keeping communities safe from harmful environmental exposures and related diseases by providing community outreach in association with health risk assessments performed by NHDES, and to work with communities to ensure that potential early care and education facilities are located in areas free from harmful environmental exposures.

II. Timeline of MOU:

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 March 30, 2023. 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 will 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 ATSDR's Choose Safe Places for Early Care and Education program.
3. Provide DHHS with funding as described in the Funding, Costs and Payment section.
4. 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 activities including conducting needs assessments to identify the needs and priorities of impacted communities, organize public meetings, and develop technical presentations and

educational materials that focus on educating communities, and local, state and federal partners and policy makers about environmental health risks and protective measures.

3. Work with NHDES to implement and ensure satisfactory completion of the ATSDR APPLETREE project.
4. Implement, in partnership with NHDES, ATSDR's Choose Safe Places for Early Care and Education program by formulating collaboration strategies to help educate New Hampshire communities through efforts such as evaluating prospective child care locations, and developing educational materials to prevent new early care and education facilities from being located in places where there may be an increased risk of exposure to harmful environmental contamination.
5. 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 Understanding of the Parties

It is further understood 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 (TS20-2001; Grant #: 1 NU61TS000320-01-00) with ATSDR.
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.

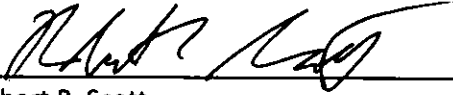
VI. Funding, Costs and Payment:

Funding to DHHS for this project is available via this MOU from federal grant funds awarded to NHDES as part of its Cooperative Agreement (TS20-2001; Grant #: 1 NU61TS000320-01-00) with ATSDR. 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 the parties.

NHDES will pay DHHS project costs on a quarterly basis for each grant year, which runs from April 1 through March 31 not to exceed three 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.

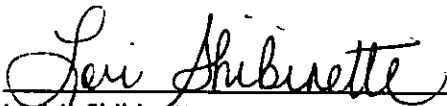
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.



Robert R. Scott
Commissioner
NH Department of Environmental Services

6/3/20

Date

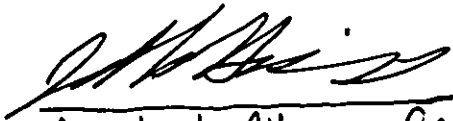


Lori A. Shibiñette
Commissioner
NH Department of Health and Human Services

5/18/2020

Date

Approved as to form, substance, and execution



Assistant Attorney General
Office of the Attorney General

6/5/2020

Date