



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



February 13, 2014

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with the Trustees of Dartmouth College (VC #177157B016), Hanover, NH in the amount of \$192,990 in order to survey New Hampshire private well owners, estimate arsenic exposure and health impacts, and implement social marketing-based interventions, effective upon approval by Governor and Council through August 31, 2015. 100% Federal Funds.

Funding is available as follows:

	<u>FY2014</u>	<u>FY 2015</u>
03-44-44-442010-2047-102-500731	\$92,990	\$100,000
Dept. Environmental Services, Water Planning, Contracts for Program Services		

EXPLANATION

In September 2013, the U.S. Centers for Disease Control and Prevention (CDC) awarded the New Hampshire Department of Environmental Services (DES) federal funds to assess and manage the risks associated with exposure to arsenic from private wells in New Hampshire. Arsenic is second only to radon in the frequency with which it exceeds human-health benchmarks in private wells in New Hampshire. Arsenic in drinking water from private wells is believed to be a substantial public health issue in New Hampshire, where more than 40 percent of the population relies on private wells for a drinking water supply. The purpose of the agreement, building upon substantial efforts to date, is to produce information about the extent to which private well owners in New Hampshire test their water, install and maintain treatment, or take other measures to reduce their exposure. The project will put the acquired information to use by implementing interventions expected to result in reduced exposure to arsenic through water treatment or other means.

DES issued a request for proposals in October 2013, and three proposals were received. A review team of experienced DES and New Hampshire Department of Health and Human Services (NHDHHS) personnel evaluated the proposals based on numerous criteria, including: demonstrated understanding of the services to be provided under this project; demonstrated understanding of the issues and challenges related to private well testing; adequacy of the approach and cost; qualifications, skills, and experience of staff; and ability to meet project deadlines. Based on these scores, two bidders were selected to give presentations to the review team. The finalists were scored again using the same criteria, after hearing the presentations. Based on the scores, their demonstrated understanding of the various factors related to private well testing, and their detailed approach to survey analysis, the Dartmouth Toxic Metals

Superfund Research Program (Dartmouth) was selected. See Attachment A for the proposal rankings and list of reviewers.

This agreement provides funds for Dartmouth to conduct surveys of private well owners in order to establish baseline rates of well testing and exposure reduction behaviors and to understand barriers to those behaviors. Dartmouth will use the survey data, along with existing information, to develop estimates of N.H. residents' exposure to arsenic in private well water and the resulting health impacts. Dartmouth will design and implement social marketing-based interventions to reduce exposure to arsenic in private well water.

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

We respectfully request your approval.

A handwritten signature in black ink, reading "Thomas S. Burack", is written over a solid horizontal line.

Thomas S. Burack
Commissioner

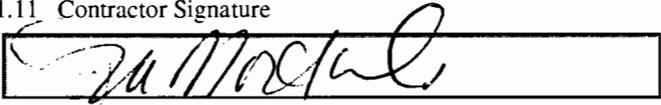
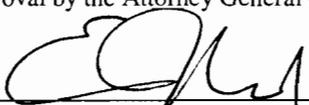
Subject: Dartmouth College Public Health Contractor FORM NUMBER P-37 (version 1/09)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Trustees of Dartmouth College</u>		1.4 Contractor Address <u>Office of Sponsored Projects, 11 Rope Ferry Road, #6210 Han</u>	
1.5 Contractor Phone Number <u>603-646-3007</u>	1.6 Account Number <u>03-44-44-442010-2047-102-5</u>	1.7 Completion Date <u>08/31/2015</u>	1.8 Price Limitation <u>\$192,990.00</u>
1.9 Contracting Officer for State Agency <u>Paul Susca, Planning, Protection, & Assistance Supervisor</u>		1.10 State Agency Telephone Number <u>603-271-7061</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Jill Mortali, Director</u>	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>1/28/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Heather A. Arnold</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>HEATHER A. ARNOLD</u> <u>Notary Public - New Hampshire</u> <u>My Commission Expires August 10, 2016</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-11-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials *JMM*
Date *1/28/14*

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 1/20/14

Exhibit A Scope of Services

The Dartmouth Toxic Metals Superfund Research Program (Dartmouth), under the Trustees of Dartmouth College, will perform work outlined in the proposal entitled *Arsenic in Private Wells in NH: A Survey to Estimate Exposure and Potential Health Effects from Water Testing and Treatment Rates*, dated 11/26/13, and incorporated herein by reference.

Year One:

In Year One, Dartmouth will be responsible for developing a detailed evaluation and performance measurement plan. The evaluation and performance measurement plan should be submitted to the DES technical advisory committee by March 31, 2014.

Dartmouth will design surveys of private well owners. Dartmouth will conduct detailed focus groups of community leaders and well owners in the towns of Barrington, Goffstown, and Londonderry. Dartmouth will report the results of these focus groups to the DES technical advisory committee by March 31, 2014 and incorporate the results into the survey design. The survey should establish baseline rates of well testing and behaviors designed to reduce exposure to arsenic in drinking water, particularly through installation and maintenance of point-of-entry and point-of-use treatment systems. The survey should also identify barriers to those behaviors. The survey will be administered to these overlapping populations by April 30, 2014:

- Owners of private wells drilled since 1984, when well drillers were first required to file well completion reports with DES. There are approximately 121,000 well records in the database. N.H. Geological Survey is in the process of geo-referencing this dataset; consequently, a sample of this group can be stratified on the basis of the probability of high arsenic concentrations based on the USGS arsenic model presented in *Estimated Probability of Arsenic in Groundwater from Bedrock Aquifers in New Hampshire, 2011* (2012). Dartmouth will mail surveys to a stratified sample of at least 2,000 addresses, and DES will provide a mailing list in consultation with Dartmouth.
- Owners of approximately 2,775 private wells completed since September 2009, when DES began mailing private well flyers to owners of new wells for which a well completion report had been filed. This is a subset of the previous group. Dartmouth will mail surveys to at least 2,000 addresses, and DES will provide a mailing list in consultation with Dartmouth.
- Private well customers who send samples to the N.H. Public Health Laboratory (PHL). It is expected that the PHL will distribute questionnaires and Dartmouth will compile results.

Dartmouth will organize and analyze the collected survey data using rigorous and easily interpretable statistical techniques. Dartmouth will report these survey summary statistics to the DES technical advisory committee by June 30, 2014. Using the survey results, the USGS arsenic

model, and results from scientific literature, Dartmouth will develop estimates of N.H. residents' exposure to arsenic in water from private wells and the resulting health impacts. Such estimates will take into account the extent to which private well users use some form of water treatment that reduces their arsenic exposure. The detailed survey analysis and interpretation will be reported to the DES technical advisory committee by July 31, 2014.

Dartmouth shall submit an Annual Performance Report (two printed copies and one electronic copy) by August 31, 2014. This Annual Performance Report will identify and analyze factors affecting and barriers to well owners' decisions regarding well water testing and exposure reduction/treatment, estimate arsenic exposure and health effects in New Hampshire, and propose social marketing-based interventions designed to reduce or eliminate the major barriers to testing and treatment. Dartmouth will present the information from the Annual Performance Report to the DES technical advisory committee by September 30, 2014. Dartmouth will also draft a report evaluating the process and outcomes of Year One activities. This report will be submitted by September 30, 2014.

Year Two:

In Year Two, Dartmouth will be responsible for developing a detailed evaluation and performance measurement plan. The evaluation and performance measurement plan should be submitted to the DES technical advisory committee by October 31, 2014.

Dartmouth will design and implement interventions to address barriers identified during Year One. These types of interventions could include:

- Revising water testing and treatment messages to make them more meaningful and actionable to the key at-risk subpopulations identified in Year One.
- Designing improved outreach and education activities based on social marketing principles. Social marketing theory will be used as a basis for improving upon existing outreach and education activities because it represents a departure from the flawed assumption that information alone leads to changed behavior.
- Conducting community-wide private well water testing events in collaboration with local town officials. The goal will be to hold these events in localities with higher-than-average arsenic levels, but because these events depend upon the participation of a local coordinator, such as a health officer, selectperson or other official and every effort will be made to recruit a local coordinator, it might be necessary to hold the events in localities other than those targeted on the basis of groundwater arsenic concentrations.

These interventions are subject to change based on what is learned in Year One. Nevertheless, descriptions of the proposed interventions will be submitted to the DES technical advisory committee by September 30, 2014. Dartmouth will implement each of the designed interventions and will conduct follow-up surveys to gauge the effectiveness of each of the project's intervention strategies. The evaluation of all interventions will be completed by June 30, 2015.

Dartmouth will develop and implement a system to accept and store data provided by private laboratories, which will be recruited by DES beginning in Year One, regarding weekly or monthly private well testing volumes. The purpose of this system is to evaluate the efficacy of implemented interventions designed to increase rates of private well testing. The data storage system shall be developed by October 31, 2014.

Dartmouth shall submit an Annual Performance Report (two printed copies and one electronic copy) by August 31, 2015. Dartmouth will present the information from the Annual Performance Report to the DES technical advisory committee by August 31, 2015. Dartmouth will also draft a report evaluating the process and outcomes of Year Two activities. This report will be submitted by August 31, 2015.

Year One and Year Two:

During both Year One and Year Two, Dartmouth will evaluate all aspects of the project, interact closely with key staff and the project technical advisory committee, and submit any reporting requirements to CDC and DES. In addition, Dartmouth will work with key staff and the technical advisory committee to design and complete a process to evaluate whether the project has been successful in achieving the project's desired outcomes. Dartmouth shall submit written monthly progress reports and participate in weekly telephone check-ins as needed. Throughout the project, DES recommends that Dartmouth engage the NIEHS Children's Environmental Health and Disease Prevention Research Center at Dartmouth, engage health departments on the local and state levels, and incorporate public health messaging into their work.

Exhibit B
Payment Terms

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule based upon completion of specific tasks:

Task Number/Description	Payment Amount
1. Completion of an evaluation and performance management plan for Year 1. Completion of and reporting on focus groups.	\$10,000.00
2. Completion and mailing of surveys.	\$15,000.00
3. Receipt and organization of survey responses.	\$15,000.00
4. Completion and reporting of survey summary statistics.	\$5,000.00
5. Completion and reporting of detailed survey analysis and interpretation.	\$20,000.00
6. Completion of draft and final reports and presentation.	\$20,000.00
7. Submission of descriptions of proposed interventions. Submission of reports required by CDC with respect to evaluation of project process and outcomes.	\$7,990.00
8. Completion of an evaluation and performance management plan and a detailed work plan for Year 2. Development of data storage system.	\$10,000.00
9. Design and implementation of test intervention 1.	\$14,000.00
10. Evaluation of test intervention 1.	\$9,000.00
11. Design and implementation of test intervention 2.	\$14,000.00
12. Evaluation of test intervention 2.	\$9,000.00
13. Design and implementation of test intervention 3.	\$14,000.00
14. Evaluation of test intervention 3.	\$9,000.00
15. Submission of final reports and presentation. Submission of reports required by CDC with respect to evaluation of project process and outcomes.	\$21,000.00
TOTAL	\$192,990.00

Exhibit C
Special Provisions

1. Changes to the Scope of Services or reallocation of grant funds require DES approval in advance.
2. Work must be completed by the completion date listed on the P-37 form (section 1.7). Requests for payment, along with required proof of work, must be submitted no later than 30 days after the completion date, or the grant will be closed out and funds will no longer be available.
3. Federal Funds paid under this agreement are from a Grant to the State from the U.S. Centers for Disease Control and Prevention, Grant Number 1U53EH001110-01, under CFDA #93.070. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.



BOARD OF TRUSTEES

CERTIFICATE

I, Marcia J. Kelly, 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 9th 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 vote remains in full force and effect as of the date hereof and are 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:

Jill Mortali	Director, Office of Sponsored Projects	September 15, 2008
Martin N. Wybourne	Vice Provost for Research	July 1, 2004
Christine Bothe	Associate Director, Office of Sponsored Projects	December 1, 2011
Kathryn Page	Associate Director, Office of Sponsored Projects	July 1, 2001
Heather A. Arnold	Assistant Director, Office of Sponsored Projects	December 1, 2011

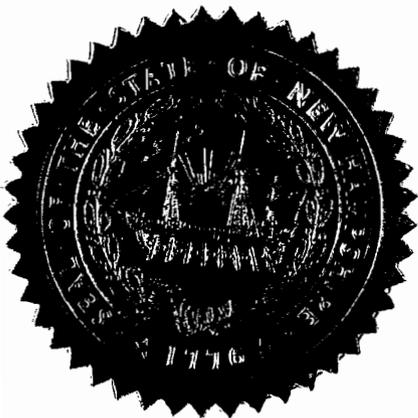
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the corporation this 28th day of January, 201~~4~~

Marcia J. Kelly
Marcia J. Kelly, 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 our records show that a special corporate charter was granted to the TRUSTEES OF DARTMOUTH COLLEGE by the British Crown on December 13, 1769. I further certify that no fees are required to be paid to this office by this corporation.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2014

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 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).

PRODUCER Marsh USA Inc. Two Logan Square Philadelphia, PA 19103-2797 Contact: Philadelphia.Certs@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No): FAX: 212-948-0360																					
	EMAIL ADDRESS:																							
INSURED THE TRUSTEES OF DARTMOUTH COLLEGE 53 S. MAIN STREET, SUITE 212 HANOVER, NH 03755		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Pinnacle Consortium of Higher Ed VT RRRG</td> <td>11980</td> </tr> <tr> <td>INSURER B:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td>Genesis Insurance Company</td> <td>38962</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pinnacle Consortium of Higher Ed VT RRRG	11980	INSURER B:	Zurich American Insurance Company	16535	INSURER C:	Genesis Insurance Company	38962	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PCHE2013-03	07/01/2013	07/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			BAP 9267272-03 SELF-INSURED FOR PHYSICAL DAMAGE	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Each accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			YUB 301084F	07/01/2013	07/01/2014	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	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				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY (Medical Malpractice)			PCHE2013-03	07/01/2013	07/01/2014	EACH CLAIM \$2,000,000 AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER
 State of New Hampshire
 Department of Environmental Services
 29 Hazen Drive
 PO Box 95
 Concord, NH 03302-0095
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

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CERTIFICATE OF LIABILITY INSURANCE

7/1/2014

DATE (MM/DD/YYYY)

1/31/2014

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 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).

PRODUCER Lockton Companies, LLC Denver 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1316233 Dartmouth College 53 South Main Street, Suite 212 Hanover NH 03755	INSURER A: National Fire Insurance Co of Hartford NAIC # 20478	
	INSURER B: Midwest Employers Casualty Company 23612	
	INSURER C: Transportation Insurance Company 20494	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES DARCO02 **CERTIFICATE NUMBER:** 12766470 **REVISION NUMBER:** XXXXXXXX

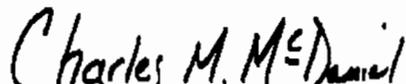
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2099375438 (AOS) 2099375472 (CA)	7/1/2013 7/1/2013	7/1/2014 7/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Work Comp	N	N	EWC008364	7/1/2013	7/1/2014	WC - Statutory; EL Limit \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

12766470 State of New Hampshire Department of Environmental Services 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	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 
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**Attachment A
Public Health Contractor Proposal Rankings**

Proposals and Rankings

Applicant	Proposal Score	Post-Presentation Score	Final Ranking
Dartmouth Toxic Metals Superfund Research Program	93	96	1
TRC	97	85	2
Community Health Institute/JSI	80	Not considered as a finalist	3

Review Team Members

Name	Department	Bureau	Title	Justification
Lucio Barinelli	NH DHHS	Public Health Laboratory	Administrator III	Water Analysis Laboratory Technical Director of Chemistry
Frederick Chormann	NH DES	NH Geological Survey	State Geologist	Director of NH Geological Survey
Cynthia Klevens	NH DES	Drinking Water & Groundwater	San Engineer III	Small Systems Section Manager and Capacity Development Coordinator
Julianne Nassif	NH DHHS	Public Health Laboratory	Toxicologist V	Chemistry Program Manager
Sarah Pillsbury	NHDES	Drinking Water & Groundwater	Administrator IV	Drinking Water & Groundwater Bureau Administrator
Dennis Pinski	NH DES	Permitting & Environmental Health	Supervisor VII	Health Risk Assessment Program Manager
Pierce Rigrod	NH DES	Drinking Water & Groundwater	Environmentalist IV	Grant Project Management Experience
Paul Susca	NH DES	Drinking Water & Groundwater	Administrator III	Planning, Protection, & Assistance Section Manager and Source Water Protection Coordinator
Kelsey Vaughn	NH DES	Drinking Water & Groundwater	Program Planner I	Grant Project Assistance Experience