



Lori A. Shibinette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4524 1-800-852-3345 Ext. 4524  
Fax: 603-271-8705 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

February 3, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services (DPHS), to accept and expend funds from the New Hampshire Department of Environmental Services as part of the Agency for Toxic Substances and Disease Registry's (ATSDR) Partnership to Promote Localized Efforts to Reduce Environmental Exposure (APPLETREE) to fund the DPHS portion of the ATSDR Program within the Environmental Public Health Tracking Program in the amount of \$49,390 effective upon date of approval Governor and Executive Council, through June 30, 2021, and further authorize the allocation of these funds in the accounts below. 100% Other Funds.

**05-095-090-900510-51730000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS AND HEALTH STATISTICS, EPH TRACKING**

SFY 2021

Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
000-404369	Federal Funds	1,099,395	0	1,099,395
00D-488544	Transfer of Federal Funds	0	49,390	49,390
<b>Total Revenue</b>		<b>\$1,099,395</b>	<b>\$49,390</b>	<b>\$1,148,785</b>

010-500100	Personnel Services Perm	110,288	0	110,288
020-500200	Current Expense	50,143	10,000	60,143
022-500248	Rents	1,000	0	1,000
026-500251	Membership Dues	200	0	200
030-500302	Equipment	32,000	0	32,000
037-500173	Technology-Hardware	5,000	3,686	8,686
038-500175	Technology-Software	80,000	5,000	85,000
039-500188	Telecommunications	500	404	904
041-500801	Audit Cost Set Aside	890	0	890

042-500620	Additional Fringe Benefits	29,392	0	29,392
049-584900	Transfer to Other St Agency	1	0	1
050-500109	Personal Srvcs Temp	63,638	0	63,638
059-500117	Temp Full Time	185,309	0	185,309
060-500601	Benefits	197,301	0	197,301
066-500543	Employee Training	7,500	5,000	12,500
070-500707	In State Travel Reimb	1,000	2,500	3,500
080-500717	Out-of-State Travel Reimb	10,000	2,500	12,500
102-500731	Contracts for Prgm Srvcs	325,233	20,300	345,533
<b>Total Expenses</b>		<b>\$1,099,395</b>	<b>\$49,390</b>	<b>\$1,148,785</b>

### EXPLANATION

Funding to DHHS for this project is available via an MOU from federal grant funds awarded to NHDES as part of its Cooperative Agreement (TS20-2001; Grant #: 1 NU61TS000320-01-00) with ATSDR. New Hampshire Department of Environmental Services was awarded a competitive Federal grant from ATSDR's APPLETREE program.

This funding will be used to conduct public health assessments and community education and outreach in response to site-specific issues involving human exposure to hazardous substances in the environment. The funding will also be used to implement ATSDR's Choose Safe Places for Early Care and Education program which will include formulating collaborative strategies to help educate New Hampshire communities about evaluating prospective child care locations to help prevent early care and education facilities from being located in places where there may be an increased risk of exposure to harmful environmental contamination.

Funds are budgeted as follows:

Class 020 - Current Expenses to purchase office supplies, copying, printing, graphic services design, outreach and education.

Class 037 – Technology-Hardware to purchase a computer for program staff

Class 038 – Technology-Software to purchase specialized software for data analysis and data visualization

Class 039 - Telecommunications to pay for telecommunications and teleconferencing.

Class 070 - In-State Travel Reimbursement to support programmatic activities that include trainings, meetings, and conferences.

Class 080 - Out of State Travel Reimbursement to pay for travel for the Program Manager to attend regional and national meetings.

Class 102 – Contracts for Program Services – to support an existing contract with CHI-JSI to coordinate partner meetings and develop educational materials

In response to the anticipated two-part question, "Can these funds be used to offset General Funds?" and "What is the compelling reason for not offsetting General Funds?", the Division offers the following information:

These funds may not be used to offset General Funds as they are specifically granted to the State for the purpose of providing the services described above.

These funds will not change the program eligibility levels. No new program will be established with the acceptance of these funds.

Area served: statewide

Source of funds: These funds are 100% Other Funds from the NH Department of Environmental Services which they received from the Centers for Disease Control and Prevention, Agency for Toxic Substances and Disease Registry, Agency for Partnership to Reduce Environmental Exposure (ATDSR APPLETREE). Attached is the Memorandum of Understanding. Notice of these funds was received on March 23, 2020. They were not added to the operating budget because these are new funds recently granted to the State and were not anticipated at the time the budget was developed.

In the event that these Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



For

Lori A. Shibinette  
Commissioner



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

**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.

  
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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.

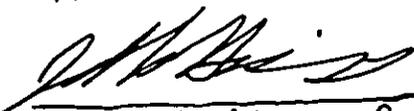
  
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Robert R. Scott  
Commissioner  
NH Department of Environmental Services

6/3/20  
Date

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

5/18/2020  
Date

Approved as to form, substance, and execution

  
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Assistant Attorney General  
Office of the Attorney General

6/5/2020  
Date