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Department of Environmental Services



Robert R. Scott, Commissioner

October 25, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a Memorandum of Understanding (MOU) in the amount of \$20,000 with the NH Department of Health and Human Services (DHHS), Office of Health Management (VC #177921-B001) to update the Public Health Lab's (PHL) data management and reporting systems, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds

Funding is available in the account as follows:

	<u>FY 2022</u>
03-44-44-441018-4718-072-500576	\$20,000
Dept of Environmental Services, DWSRF Administration, Grants-Federal	

EXPLANATION

Each year thousands of domestic (private) well users send water samples to the DHHS Public Health Lab (PHL) to determine whether there are contaminants present in their well water. The PHL processes the well water samples and provides water quality test results in a standard lab report sent electronically or mailed to domestic well users. The PHL lab report contains the concentration(s) of natural and anthropogenic contaminants found in the well water. The work under this MOU will allow DHHS to modify the PHL's information and electronic reporting systems resulting in the PHL to more efficiently and quickly provide drinking water treatment recommendations reports to the lab's domestic well customers.

The work will also allow the electronic transfer and use of water quality results from domestic well water from the PHL database into NHDES' "Be Well Informed" (BWI) tool. Using the well water quality results, BWI will automatically generate reports containing appropriate water treatment options for domestic well users should contaminants be present at levels above recommended drinking water standards or health advisories. Well water treatment reports generated by BWI will be made available

to the PHL to add to the standard lab report now sent by the PHL to domestic well users. As a result of this work, more domestic well users will be better informed as to the appropriate water treatment technologies necessary to remove contaminants found at concentrations that could negatively affect their health, the aesthetic quality of their water (i.e., taste, odor) or their home appliances.

Under the MOU, NHDES agrees to reimburse DHHS up to \$20,000 for the cost to update the DHHS data management and lab reporting systems and update BWI to meet the objectives of this MOU.

This MOU has been approved as to form, substance, and execution by the Attorney General's Office.

We respectfully request your approval.



Robert R. Scott, Commissioner

MEMORANDUM OF UNDERSTANDING
between the
STATE OF NEW HAMPSHIRE, Department of Environmental Services
and the
Department of Health and Human Services

Project Title: Memorandum of Understanding (MOU) Regarding A Cooperative Effort to Provide Water Treatment Options to Domestic Well Users Through the Department of Health and Human Services' Public Health Lab

I. Purpose of the Agreement

This Memorandum of Understanding (hereinafter "MOU") is entered into by the State of New Hampshire, **Department of Environmental Services**, (hereinafter "NHDES"), and the New Hampshire **Department of Health and Human Services**, (hereinafter "DHHS"), for the purpose of undertaking a project of mutual interest. This MOU describes work to allow the electronic transfer of domestic well water quality results from the DHHS Public Health Lab (PHL) database to use in NHDES' Be Well Informed (BWI) tool. Using test results from well water samples submitted by customers to the PHL, BWI will be used to automatically generate reports containing health risk information and appropriate water treatment options for domestic well users when contaminants are found in well water above recommended drinking water standards or health advisories. These reports will be made available to the PHL and then added to the standard lab reports now sent to PHL customers.

II. Timeline of Agreement

This MOU is effective from the date when the Governor and Executive Council of the State of New Hampshire has approved this MOU ("Effective date") and shall end on **9/30/22**.

III. Department of Environmental Services

The Department of Environmental Services will:

1. Work with a DOIT approved vendor to develop an Applications Programming Interface (API) web service for NHDES' existing online tool, "Be Well Informed" (BWI) that will modify the .XML programming to allow the BWI tool to receive water quality test results for water samples provided to the PHL by domestic well owners.
2. Ensure the Be Well Informed API web service will use the PHL well water quality data to automatically generate health risk and drinking water treatment recommendations reports in the BWI tool and make those reports available to the PHL.

IV. Department of Health and Human Services

The Department of Health and Human Services will:

1. Engage a DOIT approved vendor to update data management and transfer processes that will generate and automatically transfer data files containing well water quality test results from domestic water wells to a server established by NHDES.
2. Design a process for PHL to securely access and retrieve drinking water treatment

recommendations reports created with NHDES' BWI tool.

3. Work with the approved vendor to include the drinking water health risk and treatment recommendation reports as PDFs to be integrated into the customer lab reports now provided to PHL customers. The BWI API web service will allow the PHL to easily add the Be Well Informed reports into the electronic or paper format lab reports now produced and sent to PHL customers.

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 of this agreement.
2. The parties will maintain communication via regular meetings (as needed) between program staff to ensure collaboration on work that is being conducted by both agencies.
3. The parties will facilitate the exchange of information and provide appropriate data sets to support this work including domestic well water results for contaminants found in water samples submitted to the PHL.
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 quarterly (every three months) to determine whether the MOU should be revised, renewed, or terminated.

VI. Funding, Cost and Payment

Federal funding (up to \$20,000) will be used to complete work under this MOU and will be provided from account 03-44-44-441018-4718-072-500576, administered by the Department of Environmental Services, DWSRF Administration, Grants.

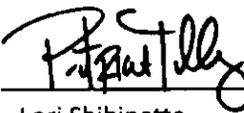
All applicable requirements, regulations, provisions, terms and conditions of the MOU will be adopted in full force and effect for the purpose of work performed under this MOU in any subsequent agreement between parties. NHDES will pay DHHS project costs on a quarterly basis, beginning at the end of the first full quarter after the Effective Date of this agreement. All invoices will be submitted to Pierce Rigrod, NHDES, for approval prior to payment processing. 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 WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.



Robert R. Scott
Commissioner
Department of Environmental Services

10-28-21
Date



 for

Lori Shibinette
Commissioner
NH Department of Health and Human Services

10/20/2021
Date

APPROVED as to form, substance and execution by



Assistant Attorney General
New Hampshire Office of the Attorney General

11/1/2021
Date

EXHIBIT A

- A. Project Title: Cooperative Effort to Provide Water Treatment Options to Domestic Well Users Through the Public Health Lab**

- B. Project Period: November 1, 2021, contingent upon Governor and Council approval, to September 30, 2022**

- C. Objectives:** The work under this agreement will allow NHDES and DHHS through the Public Health Lab (PHL) in Concord to make changes to data management and reporting systems to automate a process to use domestic well water quality data to generate drinking water health risk and treatment recommendations reports for domestic well users. The PHL frequently is asked for advice from well users about water treatment options they should pursue to remove contaminants of concern. NHDES' Be Well Informed (BWI), an existing online tool, generates reports that provide drinking water health risk and treatment recommendations but requires each domestic well user with a lab report to visit NHDES' website and manually enter water quality data. This project will enable the PHL to automate the process of generating and providing each domestic well user who submits a water sample to the PHL for testing, a drinking water health risk and treatment recommendations report produced by NHDES' BWI online tool.

- D. Scope of Work:** For the purposes of this agreement NHDES and DHHS understand the following will be completed to the specifications and with approval of the Department of Information Technology (DOIT):

- E. Deliverables Schedule:** Milestones for deliverables will be as follows:

Milestone	Completion Date
Activity 1 – Update data management and transfer systems	January 30, 2022
Activity 2 – Update NHDES' Be Well Informed Online Application	May 30, 2022
Activity 3 - Update PHL Reporting Systems to Customers	September 30, 2022.

Budget and Invoicing Instructions: DHHS will submit invoices to NHDES on NHDES agency approved invoice forms no more frequently than monthly and no less frequently than quarterly. NHDES will establish a similar invoicing process with a selected vendor. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories as shown above. NHDES will provide payment to DHHS within 30 days of receipt of each invoice. DHHS will submit its final invoice not later than 60 days after the Project Period and end date.