The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

0 SEP 05 '23 PM 3:19 RCV

mac
ARC

119

August, 22 2023

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 (DHHS), Division of Public Health Services (VC# 177921-B001) in the amount of $40,000 to partially cover the cost of an annual environmental health conference, effective upon Governor and Council approval through December 31, 2026. 100% DWSRF Management Funds.

Funding is available in the account as follows. Funding for fiscal years 2026-2027 is contingent upon continiuing appropriations and availability of funds.

	FY 2024	FY 2025	FY2026	FY2027
03-44-44-441018-4790-049-584990	$10,000	$10,000	$10,000	$10,000

Dept Environmental Services, DWSRF Loan Management, Transfers To Other State Agencies

EXPLANATION

DHHS plans the environmental health conference in consultation with NHDES, the purpose being to inform and engage a wide range of stakeholders in environmental health issues in New Hampshire. NHDES proposes to contribute $10,000 to partially cover the cost of the annual conference in fiscal years 2024, 2025, 2026 and 2027. The annual conference costs approximately $65,000.

The attached MOU between NHDES and DHHS will provide for the transfer of the funds and the participation of NHDES in planning the conferences.

In the event that other 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

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

State of New Hampshire

Interagency Memorandum of Understanding
(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the New Hampshire Department of Environmental Services ***(AGENCY 1)*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the New Hampshire Department of Health and Human Services, Division of Public Health Services ***(AGENCY 2)*** is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Environmental Services (NHDES) and the Department of Health and Human Services, Division of Public Health Services (DHHS/DPHS) are entering into a Memorandum of Understanding (MOU) to describe the use of $40,000 to be provided by the Department of Environmental Services (NHDES) to the Department of Health and Human Services (DHHS) to support the Annual New Hampshire Environmental Health Conference (the Conference). This Memorandum of Understanding (MOU), along with the attached MOU Exhibit(s), describes the Environmental Health Conference collaboration and sponsorship activities that have been agreed to between the parties;

Whereas, NHDES and DHHS/DPHS desire to collaborate on the planning, coordination and implementation of a Statewide Environmental Health Conference with an agenda that includes environmental health topics that are scientifically valid, useful, and meaningful;

Whereas, NHDES and DHHS/DPHS desire to collaboratively support the annual New Hampshire Environmental Health Conference bringing together scientists, home visitors, health and code officials, consultants, and academia to share current information pertaining to environmental health across New Hampshire;

This MOU covers the period from July 1, 2023, through December 31, 2026. The MOU contains the option to renew for an undetermined period based on agreement of the parties. This MOU replaces any other agreements that have been established between NHDES and DHHS/DPHS relative to the sponsorship and coordination of the annual New Hampshire Environmental Health Conference.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The ***New Hampshire Department of Environmental Services*** agrees to ***[check all that apply]:***

[X] **A.** Pay ***AGENCY 2*** the amount of $ 40,000 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from drinking water state revolving loan fund management fee account, 03-44-44-441018-4790-049-584990.

X **B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The ***New Hampshire Department of Health and Human Services, Division of Public Health Services*** agrees to [check all that apply}:

☐ **A.** Pay ***AGENCY 1*** the amount of$ N/A_____for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 2. A is checked: Payment shall be provided from ***[IDENTIFY FUND}:***

X **B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit A, such exhibit being here by incorporated by reference.

4. All obligations here under are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.

5. The Memorandum of Understanding is effective until **December 31, 2026.**

6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least **30** days prior to termination.

7. The Parties agree that the obligations, agreements, and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.

8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.

9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.

11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.

12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall bedeemed an original, constitutes the entire Memorandum of Understandingand understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.

13. Nothing herein shall be construed as a waiver of sovereign immunity; such immunity being hereby specifically preserved.

14. ***FOR AGENCY 1:*** New Hampshire Department of Environmental Services

8/23/23

[Agency Head or Commissioner signature] Date

Robert R. Scott, NHDES

[Agency Head or Commissioner name in print]

15. ***FOR AGENCY 2:*** New Hampshire Department of Health and Human Services, Division of Public Health Services

8/17/23

Patricia Tilley, Director
New Hampshire Department of Health and Human Services
Division of Public Health Services

Date

8.7.23

Lori A. Weaver, Commissioner
Department of Health and Human Services

Date

PLEASE
NOTE

1. ***MOU Exhibit A*** *(MOU Terms) and, if applicable,* ***MOU Exhibit B*** *(Payment Terms) must be attached to this form.*

2. *This form is intended only/or use with Interagency Memoranda of Understanding (" MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.*

3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3, " "Agency 4, " and so forth.*

4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*

5. ***The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.***

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: _____. On: 8/28/2023
[Name of Assistant Attorney General] Joshua C. Harrison Date

Approved by the Governor and Executive Council

By: _____.
On: _____

Date

Interagency Memorandum of Understanding Exhibit A

For the purposes of the MOU, the New Hampshire Department of Environmental Services (NHDES) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (DHHS/DPHS) agree to cooperate as follows:

I. Department of Environmental Services

The Department of Environmental Services agrees to:

1. Provide a payment of $40,000 total to DHHS/DPHS ($10,000 for each calendar year paid prior to October 1st of each year through October 1, 2026).
2. Work collaboratively with DHHS/DPHS on development of the agenda and speakers for the *annual NH Environmental Health Conference* scheduled in October of each calendar year through October of 2026.
3. Provide technical assistance on Environmental Health topics included in the *annual NH Environmental Health Conference* agenda.

II. Department of Health and Human Services/Division of Public Health Services

The Department of Health and Human Services/Division of Public Health Services agrees to:

1. Hold a full-day *annual New Hampshire Environmental Health Conference* scheduled in October of each year through October of 2026 in Concord, NH.
2. Recognize NHDES as a sponsor of the annual conferences in all advertising and the day of the conferences.
3. Waive registration fees for up to eight (8) NHDES employees to attend the annual conferences.
4. Send an invoice to NHDES by September 1st annually for $10,000 for Conference Sponsorship.

III. Mutual agreements of the parties

It is further understood and agreed between NHDES and DHHS/DPHS:

1. The parties will work collaboratively to develop the agenda of the annual Conferences.
2. This MOU may be modified in writing at any time by mutual consent of the parties and approval by the Governor and Council.
3. 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.