



Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

**DIVISION OF PUBLIC HEALTH SERVICES**

29 HAZEN DRIVE, CONCORD, NH 03301  
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September 19, 2023

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 to accept and expend funds from the Department of Environmental Services to support the cost of conducting an environmental health conference per the Memorandum of Agreement approved by Governor and Executive Council on September 20, 2023 Item #119, in the amount of \$20,000, effective upon approval by the Governor and Executive Council through June 30, 2025, and further authorize the allocation of these funds in the accounts below. 100% Other Funds.

**05-95-90-901510-79640000 DEPT OF HEALTH AND HUMAN SERVICES, DHHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PREVENTION**

Class-Account	Description	FY24 Current Adjusted Authorized	Requested Action	FY24 Revised Adjusted Authorized
000-403948-16	Federal Funds	\$1,432,836	\$0	\$1,432,836
001-484944-69	Other Funds	\$0	\$10,000	\$10,000
	General Funds	\$913,591	\$0	\$913,591
	<b>Total Revenue</b>	<b>\$2,346,427</b>	<b>\$10,000</b>	<b>\$2,356,427</b>
010-500100	Personal Services Perm Clas	\$888,854	\$0	\$888,854
020-500200	Current Expenses	\$44,346	\$0	\$44,346
026-500251	Organizational Dues	\$500	\$0	\$500
030-500301	Equipment New Replacement	\$22,000	\$0	\$22,000
037-500174	Technology-Hardware	\$4,000	\$0	\$4,000
038-500177	Technology-Software	\$2,000	\$0	\$2,000
039-500188	Telecommunications	\$7,900	\$0	\$7,900
041-500801	Audit Fund Set Aside	\$824	\$0	\$824
042-500620	Additional Fringe Benefits	\$47,556	\$0	\$47,556
050-500109	Personal Service Temp Appoi	\$132,275	\$0	\$132,275
060-500601	Benefits	\$431,319	\$0	\$431,319
066-500543	Employee Training	\$3,000	\$0	\$3,000

070-500704	In State Travel	\$12,322	\$0	\$12,322
074-500539	Grants for Pub Asst and Rel	\$320,072	\$0	\$320,072
080-500714	Out of State Travel	\$10,000	\$0	\$10,000
102-500731	Contracts for Program Services	\$419,459	\$10,000	\$429,459
<b>Total Expenses</b>		<b>\$2,346,427</b>	<b>\$10,000</b>	<b>\$2,356,427</b>

**05-95-90-901510-79640000 DEPT OF HEALTH AND HUMAN SERVICES, DHHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PREVENTION**

Class-Account	Description	FY25 Current Adjusted Authorized	Requested Action	FY25 Revised Adjusted Authorized
000-403948-16	Federal Funds	\$1,463,512	\$0	\$1,463,512
001-484944-69	Other Funds	\$0	\$10,000	\$10,000
	General Funds	\$804,298	\$0	\$804,298
<b>Total Revenue</b>		<b>\$2,267,810</b>	<b>\$10,000</b>	<b>\$2,277,810</b>
010-500100	Personal Services	\$900,212	\$0	\$900,212
020-500200	Current Expenses	\$40,626	\$0	\$40,626
026-500251	Organizational Dues	\$500	\$0	\$500
030-500301	Equipment New Replacement	\$22,000	\$0	\$22,000
037-500174	Technology-Hardware	\$4,000	\$0	\$4,000
038-500177	Technology-Software	\$2,000	\$0	\$2,000
039-500188	Telecommunications	\$7,900	\$0	\$7,900
041-500801	Audit Fund Set Aside	\$824	\$0	\$824
042-500620	Additional Fringe Benefits	\$48,515	\$0	\$48,515
050-500109	Personal Service Temp	\$134,921	\$0	\$134,921
060-500601	Benefits	\$449,790	\$0	\$449,790
066-500543	Employee Training	\$3,000	\$0	\$3,000
070-500704	In State Travel	\$12,322	\$0	\$12,322
074-500539	Grants for Pub Asst and Rel	\$345,000	\$0	\$345,000
080-500714	Out of State Travel	\$10,000	\$0	\$10,000
102-500731	Contracts for Program Services	\$286,200	\$10,000	\$296,200
<b>Total Expenses</b>		<b>\$2,267,810</b>	<b>\$10,000</b>	<b>\$2,277,810</b>

**EXPLANATION**

This request to accept funds is being made available from the Department of Environmental Services (DES), Drinking Water State Revolving Loan Fund Management fee account. The Division of Public Health Services (DPHS) is planning a full-day environmental health conference in consultation with DES, to inform and engage a wide range of stakeholders in environmental health issues in New Hampshire. DPHS will host this conference once a year for the next four years and DES will contribute \$10,000 each

His Excellency, Governor Christopher T. Sununu  
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year to help support the cost of the conference. The Memorandum of Agreement (MOA) between DES and DPHS is for a total of \$40,000; \$10,000 per year for 4 years, through December 31, 2026. However, DPHS is only requesting to accept funds through the current biennium, as the Division will include this in the FY26-27 biennium budget. The approved MOA is attached and states that DES and DPHS will work collaboratively to develop the conference agenda, DES will provide technical assistance in planning for the conference and DPHS will waive registration fees for up to twelve (12) DES employees to participate in the conference.

The funds are to be budgeted as follows:

Class 102 - These funds will be used to support the training being offered by the contracted vendor.

Area served: Statewide

Source of Funds: 100% Other funds from the Department of Environmental Services (DES).

Respectfully Submitted,



Lori A. Weaver  
Commissioner



The State of New Hampshire 0 SEP05'23 PM 3:19 ROJ  
**Department of Environmental Services**



**Robert R. Scott, Commissioner**

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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 continuing appropriations and availability of funds.

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY2026</u>	<u>FY2027</u>
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

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]:

Input box containing '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 be deemed an original, constitutes the entire Memorandum of Understanding and 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



[Agency Head or Commissioner signature]

8/23/23

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



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

8/17/23

Date



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

8.7.23

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:   
[Name of Assistant Attorney General] Joshua C. Harrison

On: 8/28/2023  
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 1<sup>st</sup> 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 1<sup>st</sup> 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.