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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

November 3, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment to a contract (PO# 1084114) with TruePani, Inc. (VC #384734 B001), Knoxville, TN, by increasing the contract by $158,000 to $569,607 from $411,607 to provide additional support for lead in drinking water testing at New Hampshire schools and childcare facilities, effective upon Governor and Council approval through September 30, 2025. The contract was originally approved by Governor and Council on January 22, 2022, Item #84 and amended on September 21, 2022, Item #101. 100% Federal Funds.

Funding is available in the account as follows:

	FY 2024
03-44-44-442010-2047-102-500731 Dept. Environmental Services, Water Planning, Contracts for Program Services	$158,000

EXPLANATION

This **SOLE SOURCE** amendment is to extend an existing contract with TruePani to provide additional scope of work in the following four areas: 1) SAU and school remediation grant eligibility dynamic database tables and outreach; 2) tracking of 5 day public notification requirement and dynamic facility list database view; 3) tracking, approval, and rejection of submitted facility remediation plans; and 4) expanded helpline and database support. TruePani has a wealth of expertise from providing similar services to lead in school drinking water sampling programs in other states. TruePani has successfully developed and implemented data management and remediation tracking efforts related to lead in drinking water testing at schools and child care facilities. This amendment will improve program efficiency by expanding the database and helpline capabilities, increasing responsiveness to stakeholders, and improving the ability for all stakeholders to view and navigate the lead testing results database. These increased services were not anticipated when the original contract was developed and previously amended last year. TruePani has successfully provided these services at a reasonable cost to NHDES since the beginning of the contract in January 2022. Approximately $351,812 of the existing contract amount of $411,607 has been spent to date.

Legislation passed by the state legislature and signed into law by Governor Sununu on July 8, 2022 (HB 1421) made significant changes to the requirements for schools and child care programs related to lead

in drinking water testing. Because of these changes, NHDES requires additional support for the ongoing project efforts. Key changes to the state statute (RSA 485-17-a) include:

- The action level for lead in drinking water at schools and child care facilities was lowered from 15 parts per billion (ppb) to 5 ppb.
- Within 90 days of the effective date of the new law, schools and child care facilities are required to review data for any samples collected after January 1, 2016 and submit a remediation plan for any locations that tested above the new standard of 5 ppb.
- Three rounds of sampling are required between January 1, 2016 and June 30, 2024.
- Schools or child care facilities that have not already sampled are required to initiate sampling within 30 days of the effective date of the new law.
- Schools and child care facilities must notify parents and guardians within five days of receiving sample results at or above 5 ppb via website and direct communication.
- All testing data are required to be submitted to NHDES, including historical data collected since January 1, 2016.
- Retesting after remediation is required to confirm the remediation efforts were effective.

As of fall 2023, a forthcoming school lead remediation grant has added additional reporting and project management requirements for schools and NHDES. Additionally, NHDES seeks to increase the ability to track and approve proposed remediation for specific water outlets. Because of these changes, NHDES requires increased support for ongoing project efforts.

Funding for this effort is provided by the Water Infrastructure Improvements for the Nation (WIIN) Act, administered by the U.S. Environmental Protection Agency (EPA), for assistance in drinking water lead testing in schools and child care facilities.

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

We respectfully request your approval of this item.

Susan Carlson COO
for Robert R. Scott, Commissioner

AMENDMENT NO. 2
TO CONTRACT BETWEEN
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
TRUEPANI, INC.

CONTRACT FOR SERVICES - OUTREACH FOR TESTING & REMEDIATION OF LEAD IN DRINKING WATER AT NH SCHOOLS AND LICENSED CHILD CARE FACILITIES

WHEREAS, the State of New Hampshire has entered into a contract with TruePani, Inc. in the amount of $411,607 to assist the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau with outreach services related to the lead in school and child care facilities drinking water testing program, effective January 22, 2022 through September 30, 2025.

NOW THEREFORE, amend the original contract between NHDES and TruePani, Inc. as approved by Governor and Council on January 22, 2022, as Item #84 and amended on September 21, 2022, as Item #101 in the following manner:

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: $569,607.

The additional services to be provided under this amended contract are described in Exhibit B-2, attached to this amendment. The budget details for the additional scope of work are provided in Exhibit C-2 attached to this amendment.

All other conditions outlined in the contract shall remain in effect.

Susan Carlson, COO — 11/9/23
for Robert R. Scott, Commissioner — Date
Department of Environmental Services

10/12/2023
Shannon Evanchec, Co-Founder, CEO — Date
TruePani, Inc.

11/15/2023
Assistant Attorney General — Date
Department of Environmental Services
as to form, substance, and execution.

RECEIVED
OCT 16 2023
DES/DWGWB
By

EXHIBIT B-2
ADDITIONAL SCOPE OF SERVICES

The New Hampshire Department of Environmental Services (NHDES) selected TruePani Inc. (TruePani) through a competitive procurement process to design and execute a statewide outreach and education program and assist with data management and remediation tracking efforts. The comprehensive program promotes public understanding of the health risks associated with childhood exposure to lead in drinking water and compliance with New Hampshire's Senate Bill 247, Preventing Childhood Lead Poisoning from Paint and Water (SB247), enacted in 2018. Funding for this contract has been secured through the federal Water Infrastructure Improvement for the Nation (WIIN) Act, Lead Testing in School and Child Care Program, administered by the United States Environmental Protection Agency (USEPA).

The contract between TruePani and NHDES was approved during the Governor and Executive Council meeting on January 22, 2022 and amended on September 21, 2022.

Legislation passed by the state legislature and signed into law by Governor Sununu on July 8, 2022 (HB 1421) made significant changes to the requirements for schools and child care programs related to lead in drinking water testing. Because of these changes, NHDES requires additional support for the ongoing project efforts. Key changes to the state statute (RSA 485-17-a) include:

- The action level for lead in drinking water at schools and child care facilities was lowered from 15 parts per billion (ppb) to 5 ppb.
- Within 90 days of the effective date of the new law, schools and child care facilities are required to review data for any samples collected after January 1, 2016 and submit a remediation plan for any locations that tested above the new standard of 5 ppb.
- Three rounds of sampling are required between January 1, 2016 and June 30, 2024.
- Schools or child care facilities that have not already sampled are required to initiate sampling within 30 days of the effective date of the new law.
- Schools and child care facilities must notify parents and guardians within five days of receiving sample results at or above 5 ppb via website and direct communication.
- All testing data are required to be submitted to NHDES, including historical data collected since January 1, 2016.
- Retesting after remediation is required to confirm the remediation efforts were effective.

As of fall 2023, a newly implemented school lead remediation grant has added additional reporting and project management requirements for schools and NHDES. Additionally, NHDES seeks to increase the ability to track and approve proposed remediation for specific water outlets. Because of these changes, NHDES requires increased support for ongoing project efforts.

Contractor Initials AE
Date 10/12/23

To support the additional efforts required to implement the new requirements, TruePani shall complete the following additional scope of work and services as part of this contract amendment:

Task 1.B. Support schools and School Administrative Units (SAUs) that are eligible for the lead remediation grant. This work includes:

- Modifications to the Data Management System (DMS) for an expanded table of SAU-level information connected to the facility data table.
- Additional language included in the results notifications to schools with results at or above 5 ppb during current and future sampling rounds.
- New automated communications to SAUs (current communications are all on a facility-level) with information on grant availability/eligibility data and information on how to apply.
- Creation of dynamic data tables for each SAU for their R2 and R3 results that do not require filtering through existing information that is shared online. Format would be that a PDF could be easily downloaded, which is not currently possible.
    - Deliverable: Unique URLs for each SAU with only their data displayed and formatted in the way that it is required for the grant submission.

Task 2.B. Tracking school and childcare public results notification to ensure compliance with the state law. This work includes:

- Creation of an online form for facilities to report when they have completed the notice to parents
- Two reminder emails sent to each enrolled facility before and after the 5-business day deadline
- Generation of a dynamic list of nonconformance facilities (ones that have not indicated that they completed the results notification) for enforcement by DES
- Modifications to DMS to track results notifications and DES enforcement

Task 3.B. Developing a system for DES to review and approve/reject remediation plans. This work includes:

- Generation of Remediation Plan PDFs for each facility when remediation is reported for all outlets at or above 5 ppb
- Dynamic database view for DES approval or rejection of Remediation Plans
- Two separate facility notifications for approvals and rejections
- Additional notifications to facilities when remediation is overdue
- Modifications to DMS to store Remediation Plans and to track rejections and approvals. Permanent storage of approved Remediation Plans will be on the project SharePoint / OneDrive folder.
- Dynamic lists of noncompliance facilities for each round (both sampling results and remediation) for NHDES internal uses

Contractor Initials AE
Date 10/12/23

Task 4.B. Expanding project and data management support. This work includes:

- Revisions to SOPs based on legislative changes and new grant programs
- Increased capacity for helpline support for enrolled schools and childcare facilities. The current capacity is not sufficient for the volume of calls received.
- Capacity for management (email and phone coordination for laboratory questions, manual investigative sampling orders) of the program laboratory subcontractor and other accredited laboratories analyzing samples for state law compliance
- Increased capacity for edits and changes to participant data that was reported incorrectly by participants and laboratories

An estimated schedule of completion for the tasks described above is provided below.

Task	Estimated Completion Date
Task #1 – Support for schools and SAUs that are eligible for the lead remediation grant	9/30/2025
Task #2 – Tracking of school and childcare public results notification	9/30/2025
Task #3 – System for DES review and approval of remediation plans	12/31/2023
Task #4 – Expanded project and data management support	9/30/2025

Contractor Initials JE
Date 10/12/23

EXHIBIT C-2
ADDITIONAL BUDGET

Task	Payment Amount for Additional Scope of Services Described in Exhibit B-2
Task #1 – Support for schools and SAUs that are eligible for the lead remediation grant	$25,000
Task #2 – Tracking of school and childcare public results notification	$35,000
Task #3 – System for DES review and approval of remediation plans	$38,000
Task #4 – Expanded project and data management support	$60,000
Total for additional services (not to exceed)	$158,000

Revised Total Project Budget

Total for original scope of services described in Exhibit B of original contract	**$243,767**
Total for additional scope of services described in Exhibit B-1 of Contract Amendment #1	**$167,840**
Total project budget, original contract plus Contract Amendment #1 (not to exceed)	**$411,607**
Total for additional scope of services described above in Exhibit B-2	**$158,000**
Total project budget, original contract plus Contract Amendment #1 and additional scope of services (not to exceed)	**$569,607**

Contractor Initials SE
Date 10/12/23

Certificate of Authority # 2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws

I, Samantha Becker, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
True Pani Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations Co-Founder & CTO.
(*list officer titles or position*)

I further certify that the following individuals currently hold the office or positions authorized: Shannon Evanchec, Co-Founder & CEO.
(*list individuals holding positions authorized*)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: 10/20/2023

ATTEST:
(Name & Title)
Samantha Becker
Co-Founder & CTO

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRUEPANI INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **884607**

Certificate Number: **0006330905**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of October A.D. 2023.

David M. Scanlan

Secretary of State

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Direct Insurance Company	10391
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TruePani

220 W Jackson Ave Apt 405
Knoxville, TN 37902-1153

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER:			N9BP867009	02/19/2023	02/19/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

New Hampshire Department of Environmental Servic
29 Hazen Drive
Concord, NH 03301

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL842442	02/19/2023	02/19/2024	Per Occurrence/ Aggregate	$1,000,000/ $2,000,000

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	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
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	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		N9WC781706	01/01/2023	01/01/2024	X PER STATUTE / 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
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

Exclusions:
Samantha Becker; Shannon Evanchec;

CERTIFICATE HOLDER

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INSURED
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Knoxville, TN 37902

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			N9UM924328	02/19/2023	02/19/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

New Hampshire Department of Environmental Servic
29 Hazen Drive
Concord, NH 03301

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

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

RECEIVED
OCT 04 2022
DES/DWGWB

August 19, 2022

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

APPROVED G & C
DATE 21 September 2022
ITEM # 101

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment to a contract (PO# 1084114) with TruePani, Inc. (VC #384734 B001), Knoxville, TN, by increasing the contract by $167,840 to $411,607 from $243,767 and extending the end date to September 30, 2025 from June 30, 2023 to provide additional support for lead in drinking water testing at New Hampshire schools and childcare facilities, effective upon Governor and Council approval. The contract was originally approved by Governor and Council on January 22, 2022, Item #84. 100% Federal Funds.

Funding is available in the following account.

	FY 2023
03-44-44-442010-2047-102-500731 Dept. Environmental Services, Water Planning, Contracts for Program Services	$167,840

EXPLANATION

This **SOLE SOURCE** amendment is to extend an existing contract with TruePani Inc. (TruePani) to provide additional outreach and education services and assist with data management and remediation tracking efforts related to lead in drinking water testing at schools and child care facilities. TruePani has a wealth of expertise from providing similar services to lead in school drinking water sampling programs in other states. This amendment will improve program efficiency by creating a straightforward process for facilities to identify what faucets to test and improving communications with the laboratory. These services were not anticipated when the original contract was created and amending this contract for the additional services will allow for NHDES to most efficiently and effectively implement the new law. TruePani has successfully provided these services to New Hampshire Department of Environmental Services (NHDES) since the beginning of the contract that began in January 2022. Approximately $83,000 of the original contract amount of $243,767 has been spent to date.

New Hampshire's SB247 – *Preventing Childhood Lead Poisoning from Paint and Water*, enacted in 2018, requires that schools and licensed childcare facilities test their water for lead at all locations that are available for consumption by children. Approximately 1,200 schools and childcare facilities have completed the first of three required rounds of testing, resulting in over 23,000 sample results.

Legislation passed by the state legislature and signed into law by Governor Sununu on July 8, 2022 (HB 1421) made significant changes to the requirements for schools and childcare programs related to lead in drinking water testing. Most significantly, the action level for lead in drinking water at schools and child care facilities was lowered from 15 parts per billion (ppb) to 5 ppb. In addition, three sampling rounds are required between January 1, 2016 and June 30, 2024; the previous law required three round of testing five years apart. All testing data are now required to be submitted to NHDES, including historical data, and facilities have 90 days to review any prior sampling results and submit a remediation plan for any locations that tested at or above 5 ppb. Because of these changes, NHDES requires additional support for the ongoing project efforts. TruePani's experience supporting WIIN testing programs in other states, as well as their data management software that will streamline NHDES' tracking of information related to remediation efforts, testing, and communications will help NHDES more efficiently implement the requirements of the new law.

Funding for this effort is provided by the Water Infrastructure Improvements for the Nation (WIIN) act, administered by the U.S. Environmental Protection Agency (EPA), for assistance in drinking water lead testing in schools and child care facilities.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

AMENDMENT NO. 1
TO CONTRACT BETWEEN
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
TRUEPANI, INC.

CONTRACT FOR SERVICES - OUTREACH FOR TESTING & REMEDIATION OF LEAD IN DRINKING WATER AT NH SCHOOLS AND LICENSED CHILD CARE FACILITIES

WHEREAS, the State of New Hampshire has entered into a contract with TruePani, Inc. in the amount of $243,767 to assist the New Hampshire Department of Environmental Services Drinking Water and Groundwater Bureau with outreach services related to the lead in school and child care facilities drinking water testing program, effective January 22, 2022 through June 30, 2023.

NOW THEREFORE, amend the original contract between NHDES and TruePani, Inc. as approved by Governor and Council on January 22, 2022, as Item #84 in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement to read: September 30, 2025.

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: $411,607.

The additional services to be provided under this amended contract are described in Exhibit B-1, attached to this amendment. The budget details for the additional scope of work are provided in Exhibit C-1 attached to this amendment.

All other conditions outlined in the contract shall remain in effect.

8/24/22
Robert R. Scott, Commissioner — Date
Department of Environmental Services

8/4/22
Shannon Evanchec, Co-Founder, CTO — Date
TruePani, Inc.

8/29/2022
Assistant Attorney General — Date
Department of Environmental Services
As to form, substance, and execution.

EXHIBIT B-1
ADDITIONAL SCOPE OF SERVICES

The New Hampshire Department of Environmental Services (NHDES) selected TruePani Inc. (TruePani) through a competitive procurement process to design and execute a statewide outreach and education program and assist with data management and remediation tracking efforts. The comprehensive program will promote public understanding of the health risks associated with childhood exposure to lead in drinking water and to promote compliance with New Hampshire's Senate Bill 247, Preventing Childhood Lead Poisoning from Paint and Water (SB247), enacted in 2018. Funding for this contract has been secured through the federal Water Infrastructure Improvement for the Nation (WIIN) Act, Lead Testing in School and Child Care Program, administered by the United States Environmental Protection Agency (USEPA).

The contract between TruePani and NHDES was approved during the Governor and Executive Council meeting on January 22, 2022.

Legislation passed by the state legislature and signed into law by Governor Sununu on July 8, 2022 (HB 1421) made significant changes to the requirements for schools and child care programs related to lead in drinking water testing. Because of these changes, NHDES requires additional support for the ongoing project efforts. Key changes to the state statute (RSA 485-17-a) include:

- The action level for lead in drinking water at schools and child care facilities was lowered from 15 parts per billion (ppb) to 5 ppb.
- Within 90 days of the effective date of the new law, schools and child care facilities are required to review data for any samples collected after January 1, 2016 and submit a remediation plan for any locations that tested above the new standard of 5 ppb.
- Three rounds of sampling are required between January 1, 2016 and June 30, 2024.
- Schools or child care facilities that have not already sampled are required to initiate sampling within 30 days of the effective date of the new law.
- Schools and child care facilities must notify parents and guardians within five days of receiving sample results at or above 5 ppb via website and direct communication.
- All testing data are required to be submitted to NHDES, including historical data collected since January 1, 2016.
- Retesting after remediation is required to confirm the remediation efforts were effective.

To support the additional efforts required to implement the new requirements, TruePani shall complete the following additional scope of work and services as part of this contract amendment:

1. Create additional content and outreach materials related to the changes that were made to the state statute by HB1421. TruePani will conduct outreach via direct

Contractor Initials SE
Date 8/4/22

communications and social media posts to alert school, child care facilities, school officials, parents/guardians, and community officials to the new program requirements. This work includes:

- A new flyer and in-depth write up that summarizes the changes and actions facilities need to take to achieve compliance with the newly revised statute.
- A standardized approach for facilities to complete remediation plans via an online form.
  - The online form will include a table where facilities can look up past sample data and the associated Outlet IDs for which remediation needs to be reported.
  - TruePani will be available for helpline support and will review submissions for quality assurance before providing completed remediation plans to NHDES. Remediation plans can be stored in TruePani's Data Management System (DMS), with an export provided to NHDES at the end of the project period, consistent with the approach for other project-related information as outlined in Exhibit B of the original contract.
  - Direct outreach (a minimum of 4 attempts including two emails and two phone calls) to facilities that either have not yet sampled (and have 30 days to comply) or have sampled, have results at or above 5 ppb, and have not completed the remediation plan. The table to the right shows a breakdown of the number of facilities and their remediation status as of 5/24/22.

Remediation Status	
All Samples <5 ppb	535
No Remediation Information for 5-15 outlets	259
Data Associated with Alt/Joint ID	224
No Remediation Information for both 5-15 and 15+ outlets	123
No Sampling Data	93
Did Not Sample	61
No Remediation Information for 15+ outlets	32
Sampled, didn't submit results	26
All Remediation Information Reported	22
Results in OneStop	6
Did Not Remediate 5-15 and 15+ outlets	1
Total	1382

2. Support Round 3 sampling efforts, consistent with the approach outlined in Milestone 3 of TruePani's proposal for Round 2 of sampling, including data tracking, development of a press release, contacting facilities, offering the helpline, providing communication materials, and creating data briefs from Round 3.

Contractor Initials AE
Date 8/4/22

3. Create a more efficient information management process for data to be collected from Rounds 2 and 3, including a system to interact directly with DMS, where an inventory can be completed and a chain-of-custody (COC) form automatically generated. Analytical data will be provided in comma separated value (csv) or excel file or similar format by the laboratories to TruePani for upload into DMS. Periodic exports in excel format will be provided to NHDES, consistent with the approach for other project-related information as outlined in Exhibit B of the original contract. The improved data management workflow will include:
    - An online form for participating facilities to collect outlet information (e.g., outlet description and photo) and upload it directly to DMS;
    - Instructions and outreach to all state-certified labs to provide training on how to access outlet information, pre-generate COCs, and what they should include in the sample kits (i.e. correct number of bottles, pre-printed labels, etc.);
    - Sample instructions / COC edits as needed;
    - Upload from EMD file;
    - Quality Assurance / Quality Control (QA/QC) review of results (ensuring facility ID matches site name, etc.); and
    - Database updates for new records (Round 2 and 3) and additional storage capabilities.

4. Use of the inventory tool that TruePani has developed for the Lead and Copper Rule (LCR) inventory for use at schools and child care facilities. This inventory tool is a self-guided tool that facilities can use to identify their service line material. Information collected in the inventory tool will be provided to NHDES for help with lead service line inventory development for water systems across the state. The tool will be customized to NH schools and child care facilities and include location data.

An estimated schedule of completion for the tasks described above is provided below.

Task/ Deliverable	Estimated Completion Date
Task #1 – Create additional content and outreach materials related to changes to the statute by HB1421	12/30/2022
Task #2 – Support Round 3 of sampling efforts	1/31/2025
Task #3 – Create a more efficient information management process to support Rounds 2 and 3 of sampling and provide support for sampling and remediation efforts	1/31/2025
Task #4 – Use of TruePani's LCR inventory tool for use at schools and child care facilities	9/30/2025

Contractor Initials JC
Date 8/4/22

EXHIBIT C-1
ADDITIONAL BUDGET

Item	Payment Amount For Additional Scope of Services Described in Exhibit B-1
Task #1 – Create additional content and outreach materials related to changes to the statute by HB1421	$43,200
Task #2 – Support Round 3 of sampling efforts	$81,000
Task #3 – Create a more efficient information management process to support Rounds 2 and 3 of sampling	$35,640
Task #4 – Use of TruePani's LCR inventory tool for use at schools and child care facilities	$800
Helpline software and Data Management System Software (extension from June 30, 2023 to September 30, 2025)	$7,200
Total for additional services (not to exceed)	**$167,840**

Revised Total Project Budget

Total for original scope of services described in Exhibit B of original contract (not to exceed)	**$243,767**
Total for additional scope of services described in Exhibit B-1 of this contract amendment and summarized above (not to exceed)	**$167,840**
Total amended project budget, original contract plus additional scope of services (not to exceed)	**$411,607**

Contractor Initials SE
Date 8/4/22

Certificate of Authority # 2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws

I, Samantha Becker **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
TruePani Inc. I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations Co-founder, CTO.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Shannon Evanchec.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: 8/4/2022 **ATTEST:** _____
(Name & Title)
Samantha Becker
Co-founder CTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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 have ADDITIONAL INSURED provisions or 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
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, New York 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hiscox Insurance Company Inc	10200
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TruePani Inc.
220 W Jackson Ave Apt 405
Knoxville, TN 37902

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:		Y	P100.036.875.2	01/08/2022	01/08/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							CGL HNOA Limit (per occurrence)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P100.036.165.2	01/08/2022	01/08/2023	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

CERTIFICATE HOLDER
New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, New Hampsire 03301

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/07/2021

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 have ADDITIONAL INSURED provisions or 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
BIBERK
P.O. Box 113247
Stamford, CT 06911

CONTACT NAME:
PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613
E-MAIL ADDRESS: customerservice@biBERK.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Direct Insurance Company	10391
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TruePani Inc

220 W Jackson Ave
Suite 405
Knoxville, TN 37902

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	N9WC301072	01/01/2022	01/01/2023	X PER STATUTE / 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
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

Exclusions:
Samantha Becker; Shannon Evanchec;

CERTIFICATE HOLDER

New Hampshire Department of Environmental Servic
29 Hazen Drive
Concord, NH 03301

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

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State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRUEPANI INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on October 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **884607**

Certificate Number: **0005822280**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July A.D. 2022.

David M. Scanlan
Secretary of State

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

PO 1084114

December 14, 2021

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

APPROVED G & C
DATE 22 January 2022
ITEM # 84

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with TruePani, Inc. (VC #384734 B001), Knoxville, TN, in the amount of $243,767 to provide outreach and education for lead in drinking water at New Hampshire schools and childcare facilities, effective upon Governor and Council approval through June 30, 2023. 100% Federal Funds.

Funding is available in the following account.

WLC 119250092 RQ 217849

	FY 2022
03-44-44-442010-2047-102-500731 Dept. Environmental Services, Water Planning, Contracts for Program Services	$243,767

EXPLANATION

This contract is to provide outreach for testing and remediation of lead in drinking water at NH schools and childcare facilities. New Hampshire's SB247 – *Preventing Childhood Lead Poisoning from Paint and Water*, enacted in 2018, requires that schools and licensed childcare facilities test their water for lead at all locations that are available for consumption by children. Approximately 1,200 schools and childcare facilities have completed the first of three required rounds of testing, resulting in over 23,000 sample results.

Funding for this effort is provided by the Water Infrastructure Improvements for the Nation (WIIN) act, administered by the U.S. Environmental Protection Agency (EPA), for assistance in drinking water lead testing in schools and childcare facilities. WIIN funding is available to hire a contractor to design and execute a statewide outreach and education program, and assist with data management and remediation tracking efforts. The outreach program will promote public understanding of the health risks associated with childhood exposure to lead in drinking water and to promote compliance with SB247-rquired testing.

NHDES issued a Request for Proposals (RFP) on August 11, 2021. Six firms submitted proposals. A six-person review team consisting of experienced personnel from NHDES, NH Department of Health and Human Services (NHDHHS), and NH Department of Education (NHDOE) evaluated the proposals based on qualifications and experience, understanding and proposed implementation of the project tasks, project schedule, and cost. Based on their scores, two bidders were selected to give presentations to and interview with the review team. The finalists were scored again after hearing the presentations. Based on this review process, TruePani had the top ranking proposal, as summarized in Attachment A.

9241526

The proposal submitted by TruePani provided a clear approach and understanding of NHDES needs for an outreach program and data management system that will support the Department's mission and implementation of the lead in school and childcare facility drinking water testing program. TruePani's experience supporting WIIN testing programs in other states, as well as their data management software that will streamline NHDES' tracking of information related to remediation efforts, testing, and communications, will allow NHDES to more quickly and efficiently implement the next round of SB247-required sampling and communicate results to the public.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name TRUEPANI, INC.		1.4 Contractor Address 220 W Jackson Ave, #405, Knoxville, TN 37902	
1.5 Contractor Phone Number (678) 379-8096	1.6 Account Number 03-44-44-442010-2047-102-500731	1.7 Completion Date June 30, 2023	1.8 Price Limitation $243,767.00
1.9 Contracting Officer for State Agency Lea Anne Atwell, Program Manager, Lead in School and Childcare Facility Drinking Water		1.10 State Agency Telephone Number 603-271-6147	
1.11 Contractor Signature Date: 12/3/21		1.12 Name and Title of Contractor Signatory Shannon Evanchee Co-Founder, CEO	
1.13 State Agency Signature Date: 12/20/21		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 1/5/22			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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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.

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the

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State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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

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agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A
SPECIAL PROVISIONS

Federal funds paid under this agreement are from a Grant Agreement to the State from the U.S. Environmental Protection Agency, under CFDA #66.444, Lead Testing in School and Child Care Program Drinking Water (SDWA 1464(d)). All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant Agreement are hereby adopted in full force in 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). The grantee's Data Universal Numbering System (DUNS) number is 080980549.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

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(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

Cyber Security Provision

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

Data Protection: Protection of data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time.

Data Location: The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States.

Software Non-Infringement: Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

The Warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives the Contractor control of the defense and any settlement negotiations; and
c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may

end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

Restrictions: Except as otherwise permitted under the Contract, the State agrees not to: Except as otherwise permitted under the Contract, the State agrees not to:

a. Remove or modify any program markings or any notice of the Contractor's proprietary rights;

b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or

c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

Viruses: The Contractor shall provide Software and files that are free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for Viruses.

Control of all component elements: Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

EXHIBIT B
SCOPE OF SERVICES

TruePani, Inc. (TruePani) shall perform work outlined in their proposal entitled Outreach for Testing and Remediation of Lead in Drinking Water at NH Schools and Licensed Childcare Facilities, dated September 29, 2021 (Proposal), and incorporated herein by reference. In addition to those education and marketing materials described below, TruePani will also provide those materials listed in Appendix A of the Proposal;

all materials will comply with requirements for accessibility[1].

Milestone 1: Program Design and Project Management

As part of Milestone 1, TruePani will complete the following:

- Facilitate a project kickoff meeting with NHDES, NH DHHS, and NHDOE, and meet with a core team at least monthly throughout the duration of the project and with NHDES bi-weekly.

- Create a branded campaign (logo, text, colors, etc) for the program.

- Review existing education and outreach materials and develop further materials specific to both the target audience and the platform of delivery, including a Remediation Guide, Lead Remediation Grant flyer, and contents for a remediation webinar to inform participants on the best and most cost-effective methods for remediation.

- Provide content to update the existing NHDES Lead in Drinking Water webpage, including general information about lead exposure, sources of lead, and resources on reducing exposure; content directed towards schools and childcare facilities about the SB247 testing requirements; information on financial assistance offered for eligible facilities; and testing information for private schools that cannot receive WIIN funding. Keyword analyses will be performed to optimize online search engine results and direct traffic to the NHDES Lead in Drinking Water webpage.

- Design and implement a data management system (DMS) customized to organize Round I data, track remediation efforts, and establish a method of collecting and organizing new Round II data using TruePani's existing cloud-based database software. The DMS will have the ability to accept data in csv or Excel file format from NDHES' Environmental Monitoring Database (EMD), USEPA's sample tracking tools for the 3Ts program, and ArcGIS, and will create automated email notifications, customized parent letter templates, social media posts, and results communications. Ongoing maintenance of the DMS is not included beyond the period of this contract is not included in the contract price. For a fee of $240 per year, NHDES will be able to have access to the software, manipulate data within DMS, generate reports, send automated emails, and perform other functions associated with the DMS. At the end of the project, files will be made available in a format such that NHDES can access and utilize the data collected during the project.

- Prepare and submit a final report at the conclusion of the project that details the methods of communication, outreach, and data organization, lessons learned during the project, and a description of the DMS and how it can be used beyond the period of the contract.

[1] All final work products must meet the applicable Americans with Disabilities Act (ADA) Title II Regulations to the extent practicable and shall be guided by best practices outlined in the Revised Section 508 Standards of the Rehabilitation Act and the Web Content Accessibility Guidelines (WCAG). At minimum, final work products shall include sans-serif fonts, underlined and descriptive text links, color best practices, captions for audio and video content, headers in tables, images with alt text, gender-neutral text, and consideration of the Plain Writing Act.

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Milestone 2: Round I Data Collection and Organization

As part of Milestone 2, TruePani will complete the following:

- Contact non-reporting facilities via phone, or email if phone contact is not established; an estimated total of 81 schools and 355 childcare facilities did not report Round I data to NHDES and will be contacted as part of this effort.

- Confirm status of remediation and retesting for all drinking water locations testing at 5 ppb or higher, with promotion of the Lead Remediation Grant for schools.

    - Develop an easy-to-use system for facilities to access the location descriptions of the sources with exceedances and upload the remediation actions taken at each source.

    - Contact those facilities with locations testing at 15 ppb or higher via direct communications and email campaigns to gather information on remediation sources with exceedances and verify whether parents and guardians were notified of the results. In instances where notification was not completed, TruePani will provide notification letter templates. An estimated 202 schools and 44 childcare facilities had at least one location that tested at 15 ppb or higher during Round I and will be contacted as part of this effort.

    - Contact those schools with locations testing between 5 and 15 ppb via automated email communications with information about the Lead Remediation Grant; an estimated 135 schools will be contacted as part of this effort.

    - Engage with schools that tested below 5 ppb and childcare facilities that tested below 15 ppb (approximately 212 schools and 385 childcare facilities) to encourage remediation of any detectable levels.

- Develop a list of best practices to email to facilities, link from the NHDES Lead in Drinking Water website, and share through social media channels.

- Offer a helpline available Monday to Friday, 7AM to 4 PM to provide facilities with technical support needed to ensure the Round I dataset is complete; the helpline will be available for approximately 3 months.

- Import the 23,255 data points from the "Lead in Drinking Water at NH Schools and Child Care Facilities" excel file available on the NHDES website into the DMS and obtain any new data in EMD that is not yet available in the excel file. Each source will be linked to various sampling events to create a timeline of when each source was sampled, what lead concentrations were found, and what (if any) remediation steps were taken.

- Provide assistance with connecting information managed in the DMS with EMD and/or the GIS-

based data portal that is being developed by UNH GRANIT under a separate contract. If needed and not redundant with the GIS-based data portal, provide an embedded view of Round I data for display on the NDHES website.

- Assist NHDES in preparing a press release once the Round I results and remediation action descriptions are available.

- Create data briefs that summarize by state, town, and school administrative unit (SAU) data from Round I of testing (# and type of facilities reporting, % of all facilities reporting, # and type of samples per facility, # of samples collected, # of samples above the action levels of interest [1,5, and 15 ppb], # of facilities with at least one tap above the action levels of interest, and remediation strategies used).

Milestone 3: Round II Data Collection and Organization

As part of Milestone 3, TruePani will complete the following:

- Create a digital sample training program specific to New Hampshire's lead testing program (e.g., 1 Liter sample volumes), with digital copies of the instructions that can be provided with sample kits sent to each facility. Training will be available both as written materials and short instructional videos, available in both English and Spanish, with closed captioning provided.

- Translate key program materials into Spanish and up to three additional languages determined by NHDES, using an ATA certified translator in an effort to take into account cultural differences when translating materials, instead of just translating word-for-word. The translation should include a quality assurance component to check the accuracy of the translation (e.g., translated back into English). Key program materials include parent results letters (estimated at 1300 words for various types of results) and information on locating a lead service line (estimated at 500 words). Other materials, including social media posts, can be included for translation if the cumulative translated material does not exceed 2,500 words or the specified budget for translation services.

- Provide in-person training events in each of New Hampshire's ten counties at appropriate community events, conferences, workshops, etc. Information shared during in-person events will be recorded and available via webinar format.

- Develop and implement a strategy to prioritize outreach to low-income areas, areas with documented high prevalence of elevated blood lead levels among children, and other identified high-risk factors.

- Develop a method of retrieving Round II data for inclusion in the DMS, which will be linked to Round I data via unique Facility IDs. At this time, it is anticipated that analytical results will be uploaded to EMD, and then provided for inclusion in the DMS.

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- Assist with development of a press release related to Round II of SB247 testing.
- Contact facilities through the communications channels established through the Round I outreach, including email campaigns, text messages, and phone calls, with lesser emphasis on direct communications.
- Offer a helpline available Monday to Friday, 7AM to 4 PM to provide facilities with technical support during Round II sampling; the helpline will be available for approximately 16 months.
- Provide an enrollment process for facilities to participate in the sampling program.
- Provide communication materials for facilities to share testing efforts with parents and guardians, including letter templates and information, with automation through the DMS to provide communication materials to facilities as soon as results are available.
- Create data briefs that summarize by state, town, and SAU data from Round II of testing using the metrics specified above in Milestone 2.

Milestone 4: Public Communication and Education

As part of Milestone 4, TruePani will complete the following:

- Work with existing project communication partners and identify new organizations to disseminate information.
- Develop newsletters with information about results, best practices, and lead facts to be shared on social media and sent to partner organizations for distribution to their channels.
- Either create new social media accounts for the branded program, or work with existing NHDES social media accounts to share content from the education materials and resources created for the program. Link DMS to create automated posts at specific milestones, such as when all sample results and remediation efforts have been completed.
- Use analytics from the social media platforms to inform improvements to the social media campaign throughout the project.
- Promote the Protect Your Tap tool via social media posts, inclusion in newsletters, and other communications.
- Provide information on home strategies to prevent lead exposure at home, including the Parent's Guide to Reducing Lead at Home, Homeowner's Guide to Reducing Lead, and other materials needed to supplement existing state outreach materials. Also provide simplified materials to talk about lead in drinking water with students, including a Children's Activity Guide, with age-

appropriate classroom activities to teach students about sources of lead and activities to minimize exposure.

- Translate key program information in up to three additional languages using a using an ATA certified translator in an effort to take into account cultural differences when translating materials, instead of just translating word-for-word. The translation should include a quality assurance component to check the accuracy of the translation (e.g., translated back into English). Key program information will include a flyer about the program, estimated at 700 words. Additional materials, including social media posts, can be included for translation if the cumulative translated material does not exceed 1,100 words or the specified budget for translation services.

Schedule of Completion

The project will commence upon approval of Governor and Executive Council. An estimated schedule of completion for the milestones and key subtasks is provided below.

Task/ Deliverable	Estimated Completion Date
Milestone 1 – Program Design and Project Management	**6/30/2023 (all tasks)**
• DMS Setup	2/7/2022
• Development of sample collection instructions, school and CCF result notifications, general program information for school and CCF staff, parent results letters	2/14/2022
• Redesign and launch of program webpage	3/25/2022
• Final report	6/30/2023
Milestone 2 – Round 1 Data Collection and Organization	**3/9/2022 (all tasks)**
• Contact facilities, including non-reporting	4/9/2022
• Update public results page, data brief reporting, and press release	4/9/2022
Milestone 3 – Round II Data Collection and Organization	**6/30/2023 (all tasks)**
• Refine Round I data and update DMS for Round II	5/14/2022
• Virtual training program development	5/14/2022
• In person training events	2/23/2023
• Round II outreach (all tiers)	3/6/2023
• Data brief reporting	6/30/2023
Milestone 4 - Public Communication and Education	**6/30/2023 (all tasks)**
• Social media campaign	5/5/2023
• Protect Your Tap promotional campaign	6/15/2023
• Program newsletter	6/30/2023

Contractor Initials
Date 12/8/21

• Children's Activity Guide and Teacher's Guide	9/29/2022

EXHIBIT C
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month and shall only include expenses incurred, with a not-to-exceed total per milestone as specified in the contract budget table below. Project-related costs (e.g., software, translation services) as specified in the contract budget table below shall be individually identified on invoices submitted to the Department.

The contract budget is as follows:

Item	Payment Amount
Milestone 1 – Program Design and Project Management	$41,464.00
Milestone 2 – Round 1 Data Collection and Organization	$57.037.00
Milestone 3 – Round II Data Collection and Organization	$86,587.00
Milestone 4 - Public Communication and Education.	$45,029.00
Helpline software	$1,875.00
Data Management System Software	$5,025.00
Printed materials for in-person trainings	$300.00
Graphic Design Services	$750.00
Translation Services	$2,800.00
ASL for Live Events	$2,900.00
Total (not to exceed)	**$243,767.00**

The submission of a final technical and financial report to NHDES will be done within 60 days after the end of the performance period. NHDES shall reserve stewardship of all information and data created during the project.

The billing address shall be as follows:
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Lea Anne Atwell, Drinking Water and Groundwater Bureau
lea.a.atwell@des.nh.gov

Contractor Initials AG
Date 12/8/21

Certificate of Authority # 2 *(Corporation, Non-Profit Corporation)*

Corporate Bylaws

I, Samantha Becker, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
TruePani Inc. . I hereby certify the following is a true copy of the
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations Co-Founder CTO.
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Shannon Evanchec.
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: 12/30/2021 **ATTEST:** _____
(Name & Title)
Samantha Becker
Co-Founder CTO

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2021

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 have ADDITIONAL INSURED provisions or 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
Hiscox Inc.
520 Madison Avenue
32nd Floor
New York, New York 10022

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hiscox Insurance Company Inc	10200
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TruePani Inc.
220 W Jackson Ave Apt 405
Knoxville, TN 37902

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:		Y	P100.036.875.2	01/08/2022	01/08/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen Agg.
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							CGL HNOA Limit (per occurrence)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			P100.036.165.2	01/08/2022	01/08/2023	Each Claim: $ 2,000,000 Aggregate: $ 2,000,000	

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

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
29 Hazen Drive
Concord, New Hampsire 03301

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

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