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Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

DEC 03 2025

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November 12, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Public Health to enter into Provider Agreements with eligible New Hampshire licensed child care facilities for the purpose of providing reimbursement of lead in drinking water remediation costs; and

2) Contingent upon approval of Request #1, authorize the Department of Health and Human Services, Division of Public Health to make unencumbered payments in an amount not to exceed \$337,553 as authorized by the Board of the Drinking Water Groundwater Trust Fund, to eligible licensed child care facilities in response to lead in drinking water remediation requirements set forth in New Hampshire RSA 485:17-a, Lead in Drinking Water in Schools and Licensed Child Care Facilities.

Both requests shall be effective January 1, 2026, upon Governor and Council approval through September 30, 2026. 100% Other Funds (Transfer from Other Agency - Department of Environmental Services).

Funds are available in the following account for State Fiscal Years 2026 and 2027, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-090-901510-67120000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, DES CC LEAD REMEDIATION PROG 100% Other Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Prog Svc	90037006	\$337,553
2027	102-500731	Contracts for Prog Svc	90037006	\$0
			Total	\$337,553

EXPLANATION

The Department requests approval to utilize provider agreements to reimburse eligible licensed child care facilities statewide for remediation costs related to lead in drinking water. These reimbursements have previously been executed via contract with a third-party fiscal agent. The Department has determined that provider agreements will enable efficient delivery of funding

to eligible child care facilities while minimizing program overhead and maximizing benefit for lead remediation activities.

The Lead in Drinking Water Remediation Grant Program was established to support child care facilities in complying with RSA 485:17-a, which requires testing for lead in drinking water and remediation at outlets that exceed the lead action level. The Program funds eligible activities, such as replacing faucets and plumbing, installing filtered bottle-filling stations, and installing filtration systems. Funding is executed via Drinking Water Groundwater Trust Fund resources directed for this purpose and made available through an interagency Memorandum of Understanding between the Department and the New Hampshire Department of Environmental Services (NHDES).

Lead exposure poses serious health risks for children, including impaired cognitive development. Access to remediation funding will support providers in implementing essential lead exposure reduction measures to protect the health and safety of children in their care.

Provider agreements will enable licensed child care facilities with approved applications to receive reimbursement. Applications are subject to administrative and technical review by the Division of Public Health to ensure eligibility and compliance with RSA 485:17-a. Insurance requirements have been excluded from the Provider Agreements in order to align with state law, Title XII - Public Safety and Welfare Title 170-E - Child Day Care, Residential Care, and Child-Placing Agencies Section 170-E:6-b - Insurance Disclosures.

Approximately 175 child cares are eligible to apply for this grant funding due to lead in water at or above the action limit at their facilities.

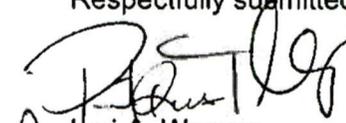
The Department will monitor the Provider Agreements by:

- Reviewing applications, invoices, and supporting documentation as soon as they are submitted.
- Requesting additional information from the applicant as needed.
- Sending the application to NHDES Drinking Water and Groundwater Bureau for additional technical review as needed.
- Tracking all applications that have been approved with funds awarded are in the review process, or which have been withdrawn.
- Completing a monthly report and QA process to update and review status of the program, grant awards, outreach efforts, and successful funding allocations.

Should the Governor and Council not authorize this request, licensed child care facilities will not have access to funding for approved lead in drinking water remediation costs and identified lead risks may not be repaired at eligible child care facilities.

Area served: Statewide.

Respectfully submitted,


Lori A. Weaver
Commissioner



PROVIDER AGREEMENT

1. This PROVIDER AGREEMENT dated _____ (the "Agreement"), is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health, (the "State") and _____ (Vendor # _____), with a principal place of business of _____, (the "Contractor"). The State and Contractor are sometimes referred to herein singularly as a "Party" or collectively as the "Parties."

2. PURPOSE; ALLOWABLE USE OF FUNDING

- 2.1. The New Hampshire Drinking Water and Groundwater Trust Fund was established to provide sustainable, long-term funding for the protection, preservation, and enhancement of the drinking water and groundwater resources of the state in compliance with NH RSA 485-F Administration of the Drinking Water and Groundwater Trust Fund.
- 2.2. Pursuant to NH RSA 485:17-a Lead in Drinking Water in Schools and Licensed Child Care Facilities, all licensed New Hampshire child care facilities must test for lead in drinking water outlets where water is available for consumption by children. Child care facilities must then remediate at locations that test at or above the lead action level.
- 2.3. By accepting the funding, the Contractor agrees to only use the funding for reimbursement of lead remediation work.

3. TERM

- 3.1. This Agreement is effective upon the signature of both parties and shall remain in effect until September 30, 2026, unless terminated earlier in accordance with the terms and conditions of this Agreement.

4. SCOPE OF SERVICES

- 4.1 The Contractor must comply with one of the following:
 - 4.1.1 Appendix A: Reimbursement for Completed Lead Remediation Work.
 - 4.1.2 Appendix B: Reimbursement for Planned or Uncompleted Remediation Work.

5. FEE SCHEDULE AND PAYMENT CONDITIONS

- 5.1 The funding shall be the only payment to the Contractor under the terms and conditions of this Agreement, and the Department shall have no obligations to the Contractor other than the determined funding.
- 5.2 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.
- 5.3 The Contractor must provide all required invoices and supporting documentation to the Department for reimbursement of remediation costs, as outlined in Appendices A and B, prior to receiving payment. Payments to approved child care facilities will only be made after the Department has approved the application, received a final invoice, and confirmed that all work has been completed.

**New Hampshire Department of Health and Human Services
Lead in Drinking Water Remediation Funding for Licensed Child Care Facilities**



- 5.4 The Contractor shall mail or email all applications, invoices, and supporting documentation to the State at the following address:

Child Care Lead in Water Remediation Grant Program
NH Department of Health and Human Services
Division of Public Health
Room 209C
29 Hazen Drive, Concord, NH 03301-6504
(603) 271-0357
CCLeadWater@dhhs.nh.gov

- 5.5 Notwithstanding the foregoing, the Department may withhold or recoup from the Contractor any part of the Award Amount the Department determines, in its sole and absolute discretion, which was not used for an Allowable Use.

6. CONDITIONAL NATURE OF AGREEMENT

- 6.1 The Contractor acknowledges that this is an Agreement with an aggregate price limitation applicable to multiple Contractors, and that no additional funds will be paid to the Contractor once the price limitation is reached.
- 6.2 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement, in whole or in part, 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 in the event funds in that account are reduced or unavailable.

7. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

- 7.1 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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. 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.
- 7.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal

Contractor Initials _____

Date _____



law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

- 7.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 7.4 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 this Agreement and all rules, regulations and orders pertaining to the covenants, terms, and conditions of this Agreement.

8. PERSONNEL

- 8.1 The Contractor shall, at its own expense, provide all personnel necessary to perform the Services in this Agreement. 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.

9. RIGHT OF TERMINATION/EVENT OF DEFAULT

- 9.1 Any one or more of the following acts or omissions of the Contractor shall constitute an "Event of Default:"
 - 9.1.1 Failure to perform the Services satisfactorily or on schedule;
 - 9.1.2 Failure to submit any report required hereunder; or
 - 9.1.3 Failure to perform any other covenant, term or condition of this Agreement.
- 9.2 Upon the occurrence of any Event of Default, the State may take any one of the following actions:
 - 9.2.1 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 remedied in a timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination; and/or
 - 9.2.2 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.
 - 9.2.3 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.

10. CONTRACTOR'S RELATION TO THE STATE



10.1 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, worker's compensation, or other emoluments provided by the State to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS

11.1 None of the Services shall be assigned or subcontracted by the Contractor without prior written notice and consent of the State.

12. INDEMNIFICATION

12.1 The Contractor shall defend, indemnify and hold harmless the DHHS, its officers and employees, from and against any and all losses suffered by the DHHS, its officers and employees, and any and all claims, liabilities or penalties asserted against the DHHS, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor or subcontractor, or subcontractor or other agent of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the DHHS, which immunity is hereby reserved to the DHHS. This covenant shall survive the termination of this Agreement.

13. NOTICE

13.1 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 below.

14. CHOICE OF LAW AND FORUM

14.1 This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire, except where the Federal supremacy clause requires otherwise. 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.

14.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

15. THIRD PARTIES

15.1 This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

16. SEVERABILITY

16.1 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.

17. ENTIRE AGREEMENT

17.1 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 agreements, and understandings with respect to the subject matter hereof.

Department of Health and Human Services:

Name:
Title:
Address: 29 Hazen Drive, Concord, NH 03301-6504

Date

Contractor Name:
Signatory Name:
Signatory Title:
Address: _____

Date

Contractor Initials _____

Date _____

**New Hampshire Department of Health and Human Services
Lead in Drinking Water Remediation Funding for Licensed Child Care Facilities**

**Appendix A
Reimbursement for Completed Remediation Work**

Scope of Services

1. Scope of Services

- 1.1. The Contractor has provided documentation that they are operating as a licensed New Hampshire child care facility pursuant to NH RSA 170-E: Child Day Care Licensing.
- 1.2. The Contractor has completed one or more of the following activities in accordance with the Contractor's Remediation Funding Application Form approved by the Department:
 - 1.2.1. Replacement of faucets with lead-free faucets.
 - 1.2.2. Replacement of plumbing components, including pipes or pipe fittings.
 - 1.2.3. Installation of filtered bottle-filling stations connected to a water source pipe.
 - 1.2.4. Installation of filtration systems.
 - 1.2.5. Installation of permanent signs to post outlets as not for drinking and/or hand wash only.
 - 1.2.6. Other water quality treatment methods specifically addressing lead exposure, as approved by the Department.
 - 1.2.7. Replacement of lead service lines as approved by the Department.
 - 1.2.8. Replacement of backflow prevention devices as approved by the Department.
 - 1.2.9. Connecting to town or city water as approved by the Department.
 - 1.2.10. Carpentry in and/or around and above the remediation site, including wall repair.
 - 1.2.11. Other allowable remediation activities.
 - 1.2.12. Labor for remediation activities listed above.
- 1.3. The Contractor must retain all records related to lead testing, remediation, and reimbursement for a minimum of five (5) years and must make such records available to the State upon request.
- 1.4. The Contractor agrees and understands that:
 - 1.4.1. Funding will be received as a one-time payment.

**New Hampshire Department of Health and Human Services
Lead in Drinking Water Remediation Funding for Licensed Child Care Facilities**

**Appendix A
Reimbursement for Completed Remediation Work**

- 1.4.2. Funds will be used for reimbursement of remediation activities to remove lead in drinking water at locations containing lead at or above the lead action levels.
- 1.4.3. Funds must be expended by September 30, 2026.

**New Hampshire Department of Health and Human Services
Lead in Drinking Water Remediation Funding for Licensed Child Care Facilities**

**Appendix B
Reimbursement for Planned Remediation Work**

Scope of Services

1. Scope of Services

- 1.1. The Contractor has provided documentation that they are operating as a licensed New Hampshire child care facility pursuant to NH RSA 170-E: Child Day Care Licensing.
- 1.2. The Contractor must complete one or more of the following activities approved by the Department, in accordance with the Contractor's approved Remediation Funding Application Form:
 - 1.2.1. Replacement of faucets with lead-free faucets.
 - 1.2.2. Replacement of plumbing components, including pipes or pipe fittings.
 - 1.2.3. Installation of filtered bottle-filling stations connected to a water source pipe.
 - 1.2.4. Installation of filtration systems.
 - 1.2.5. Installation of permanent signs to post outlets as not for drinking and/or hand wash only.
 - 1.2.6. Other water quality treatment methods specifically addressing lead exposure, as approved by the Department.
 - 1.2.7. Replacement of lead service lines as approved by the Department.
 - 1.2.8. Replacement of backflow prevention devices as approved by the Department.
 - 1.2.9. Connecting to town or city water as approved by the Department.
 - 1.2.10. Carpentry in and/or around and above the remediation site, including wall repair.
 - 1.2.11. Other allowable remediation activities.
 - 1.2.12. Labor for remediation activities listed above.
- 1.3. The Contractor must only use reimbursement funds to complete approved remediation activities identified in the Contractor's Remediation Funding Application Form, Section B – Project Information.

**New Hampshire Department of Health and Human Services
Lead in Drinking Water Remediation Funding for Licensed Child Care Facilities**

**Appendix B
Reimbursement for Planned Remediation Work**

- 1.4. The Contractor must comply with applicable state and federal regulations, including guidelines established by the U.S. Environmental Protection Agency (EPA) for lead in drinking water.
- 1.5. The Contractor must retain all records related to lead testing, remediation, and reimbursement for a minimum of five (5) years and must make such records available to the Department upon request.
- 1.6. The Contractor agrees and understands that:
 - 1.6.1. Funding will be received as a one-time payment, after completion of all approved activities and submission of a final invoice.
 - 1.6.2. Funds will be used for reimbursement of remediation activities to remove lead in drinking water at locations containing lead at or above the lead action levels.
 - 1.6.3. Funds must be expended by September 30, 2026.
 - 1.6.4. The Contractor must notify the Department in writing of any changes to the remediation plan, delays in implementation, or other circumstances that may affect compliance with the terms of this Agreement.