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MAR 04 2026

Lori A. Weaver  
Commissioner

Iain N. Watt  
Director

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

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February 4, 2026

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 relevant businesses or institutions to conduct indoor radon testing using Department-issued continuous radon monitors.
- 2) Contingent upon the approval of Request #1, authorize the Department of Health and Human Services, Division of Public Health, to permit businesses or institutions to utilize Department-issued continuous radon monitors, at no cost, for the purpose of conducting statewide indoor radon testing. The Department will retain full ownership of the equipment and remain responsible for calibration and ongoing maintenance.

Both request shall be effective, upon Governor and Council approval and upon the signature of both parties and shall remain in effect until the Department confirms return receipt of all equipment, unless terminated earlier in accordance with the terms and conditions of this Agreement.

**EXPLANATION**

The Department requests approval to utilize Provider Agreements for authorizing businesses or institutions to conduct indoor radon testing using Department-issued continuous radon monitors. These agreements define standards for equipment use, reporting of testing locations, and accountability for damage or misuse of the equipment.

Radon is a colorless, odorless, and radioactive gas that can build up indoors and is recognized as the second leading cause of lung cancer in the United States. Comprehensive testing is critical to the protection of public health and reducing risk to New Hampshire residents. By loaning continuous radon monitors at no cost to businesses or institutions, the Department will be able to increase access to testing across the State of New Hampshire, prioritizing facilities where occupants may experience prolonged exposure, including single- and multi-family residential buildings, schools and licensed childcare facilities, libraries, or other municipal buildings. These facilities may otherwise not have access to the necessary testing equipment putting tenants, students, or other visitors at risk from undetected radon exposure.

The Department may work with businesses and institutions to further prioritize testing in geographic areas with historically elevated radon potential and properties serving children, older adults, or low-income households.

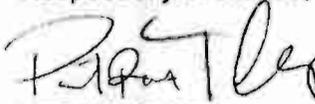
Should the Governor and Council not authorize this request, the Department will not be able to support businesses or institutions to execute radon testing using Department-owned

Her Excellency, Governor Kelly A. Ayotte  
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continuous radon monitors potentially increasing the risk of radon exposure to New Hampshire residents.

Area served: Statewide.

Respectfully submitted,

  
for Lori A. Weaver  
Commissioner



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**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 \_\_\_\_\_, 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**

2.1 Radon is a naturally occurring radioactive gas that can accumulate in indoor environments and pose significant health risks. The Department is committed to monitoring and mitigating radon exposure in both public and private facilities.

2.2 The purpose of this Agreement is to authorize Contractors to conduct indoor radon testing using Department-issued, calibrated Radon Monitor(s) and to define the terms and conditions under which these services will be performed to support statewide radon surveillance and mitigation efforts.

**3. TERM**

3.1 This Agreement is effective upon the signature of both parties and shall remain in effect until the Department confirms return receipt of all equipment, unless terminated earlier in accordance with the terms and conditions of this Agreement.

**4. SCOPE OF SERVICES**

4.1 The following scope of services outlines the requirements for equipment use, care, and reporting.

4.1.1. The Contractor must:

4.1.1.1 Conduct radon testing in accordance with Environmental Protection Agency (EPA) protocols and Department guidelines.

4.1.1.2 Ensure timely and accurate delivery of test results.

4.1.1.3 Use only Department-issued, calibrated Radon Monitor(s) for testing.

4.1.1.4 Provide all necessary consumables, such as batteries and cords, required for equipment operation.

4.1.1.5 Ensure proper handling and care.

4.1.1.6 Submit a report indicating the number of tests conducted and the type of facility, in the format and timeframe specified by the Department.

4.1.1.7 Notify the Department within 24 hours of any equipment malfunctions, damage, or loss.

4.1.1.8 Ensure all personnel conducting tests are appropriately trained and certified, if required.

- 4.1.1.9 Coordinate with the Department for equipment pickup and timely return.
  - 4.1.1.10 Return all equipment in clean, functional condition. The Department reserves the right to assess returned equipment and invoice for damages.
  - 4.1.1.11 The Contractor must adhere to the retention period for each device as determined solely by the Department. The Contractor must comply with any Department-issued timelines for the return. If the Contractor does not adhere to the retention period for each device, the Department may take action as described in Section 8. Event of Default.
  - 4.1.1.12 The Contractor must submit a written request to the Department when seeking additional or replacement Radon Monitor(s). The request must include justification for the need, the number of units requested, and the intended use.
- 4.1.2. Equipment Use, Care, and Payment
- 4.1.1.13 The Contractor must utilize calibrated Radon Monitor(s) provided by the Department to conduct indoor radon gas testing.
  - 4.1.1.14 The Department shall be solely responsible for calibration of the Radon Monitor(s); Calibration will be conducted by the Department's approved vendor. The Department will also manage shipping, receiving, inventory, and tracking of calibration status.
  - 4.1.1.15 The Department reserves the right to recall any Radon Monitor(s) prior to the scheduled return date to meet calibration requirements. In such cases, the Department will provide replacement Radon Monitor(s) for continued use under this agreement, if available.
- 4.1.3. Equipment Pick-up and Drop-off
- 4.1.1.16 The Contractor must pick up and drop off all assigned device(s) to the Division of Public Health, located at 29 Hazen Drive, Concord, NH 03301 at a specified date and time provided by the Department.
  - 4.1.1.17 At the time of equipment pick up, the Department shall provide an Equipment Return Form for each assigned unit. Upon return, the Contractor must complete only the sections of the form pertaining to (a) the condition of the device upon equipment pick-up and (b) the date of return.
  - 4.1.1.18 The Contractor must ensure the secure transport of all equipment to and from the Department. Devices must be packaged appropriately to prevent damage during transit. The Contractor must accept full responsibility for any damage incurred during transport.
- 4.1.2 Reporting Requirements

4.1.2.1 The Contractor must submit a summary report to the Department, via email to [radon@dhhs.nh.gov](mailto:radon@dhhs.nh.gov), within fifteen (15) business days of equipment return. The summary report must include the total number and type of facilities tested during the loan period.

## **5. PAYMENT CONDITIONS**

5.1 No funds will be exchanged under this Agreement. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement. The Contractor is fully responsible for the following associated costs and obligations:

5.1.1 All ancillary costs related to the use of the Radon Monitor(s), including but not limited to:

5.1.1.1 Power cords.

5.1.1.2 Adaptors.

5.1.1.3 Batteries.

5.1.1.4 Replacement or repair costs in the event the Radon Monitor(s) are lost, stolen, or damaged while in the Contractor's possession.

## **6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS**

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, 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.

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

6.3 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.

6.4 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.

**7. PERSONNEL**

7.1 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.

**8. RIGHT OF TERMINATION/EVENT OF DEFAULT**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an "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; 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 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 remedied in a timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination; and/or

8.2.2 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.

**9. CONTRACTOR'S RELATION TO THE STATE**

9.1 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.

**10. ASSIGNMENT/DELEGATION/SUBCONTRACTS**

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

**11. INDEMNIFICATION**

11.1 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.

**12. NOTICE**

12.1 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.

**13. CHOICE OF LAW AND FORUM**

13.1 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.

13.2 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.

**14. THIRD PARTIES**

14.1 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.

**15. SEVERABILITY**

15.1 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.

**16. INSURANCE**

16.1 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:

16.1.1 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.

16.2 The policies described in subparagraph 16.1 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.

16.2.1 The Contractor shall furnish to the Department, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Department, 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.

16.3 Workers' Compensation:

16.3.1 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").

16.3.2 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 Department, 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 Materials under this Agreement.

**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:

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Name:

Date

Title:

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

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Contractor Name:

Date

Signatory Name:

Signatory Title:

Address: \_\_\_\_\_