STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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July 1, 2026

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a contract with JJRConsulting LLC (VC#588069), Durham, NH, in the amount of $175,050 to conduct outreach strategies to increase the number of Lead Dust Sampling Technicians to support lead-safe housing in New Hampshire, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2028. 100% General Funds.

Funds are available in the following accounts for State Fiscal Year 2027, and are anticipated to be available in State Fiscal Year 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-901510-79640000 HEALTH & SOCIAL SERVICES, DEPT. OF HEALTH & HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PREVENTION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Program Svc	90038010	$80,275
2028	102-500731	Contracts for Program Svc	90038010	$94,775
			Total	**$175,050**

EXPLANATION

The purpose of this request is to increase statewide capacity to detect lead risks in New Hampshire homes and properties and support lead prevention in communities across New Hampshire. The activities pursued under this contract will increase the number of licensed Lead Dust Sampling Technicians whose function is to assist families with young children by collecting household dust and yard soil samples to identify the presence of lead that can cause childhood lead poisoning. In addition, the Contractor will engage with municipalities across the state to

increase understanding of lead safe housing ordinances. The Contractor's work will support prevention and education efforts required under RSA 130-A.

The Contractor will develop a comprehensive training toolkit to prepare participants to become licensed Lead Dust Sampling Technicians to include a training curriculum, student manual, field sampling protocols, report templates, and educational materials for parents and property owners. The Contractor will conduct direct outreach, as well as a social media campaign, to health and building officials, childcare operators, community health workers, realtors, and home inspectors to encourage participation in the training. The Contractor will also develop and distribute a document for municipalities that describes successful local policies and strategies that can increase lead-safe housing. All areas of the state will be served by this contract with enhanced focus on areas with a high percentage of pre-1978 housing, including but not limited to the North Country, Lakes Region, Carroll County, and the cities of Manchester and Nashua. In 2024, more than 1,000 New Hampshire children were found to have elevated blood levels at a level high enough to affect learning, behavior, and development.

Approximately 200 municipalities will be served during State Fiscal Years 2027 and 2028 through increased access to trained Lead Dust Sampling Technicians and access to information aimed at increasing lead-safe housing.

The Department will monitor services by:

- Reviewing materials developed for the toolkit and municipal partners for completeness, accuracy, and quality.
- Monitoring analytics of the social media campaign to assess successful engagements with stakeholders; and
- Evaluating Lead Dust Sampling Technicians training using the metrics of number of trainings courses held, total number of participants, and success of training whereby at least 80% of enrolled participants must successfully complete and pass the training classes with a test score of 70%.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from April 16, 2026, through May 8, 2026. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not have capacity to expand the number of individuals able to identify lead hazards in New Hampshire homes and childcare facilities and more children may be put at risk for lead poisoning.

Area served: Statewide.

Respectfully submitted,

For:

Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2027-DPH-02-LEADC

Project Title Outreach Strategies to Increase Lead-Safe Housing in NH

	Maximum Points Available	K Kirkwood Consulting, LLC (KKC)	Atlas Lead, LLC	JJR Consulting, LLC
Technical				
Q1 - Ability	**150**	86	65	130
Q2 - Experience	**300**	150	110	280
Q3 - Capacity	**250**	110	75	235
Subtotal - Technical	**700**	**346**	**250**	**645**

If a Vendor fails to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost				
Vendor Cost	**250**	243	243	250
Vendor Budget Evaluation	**50**	25	35	40
Subtotal - Cost	**300**	**268**	**278**	**290**
TOTAL POINTS	**1000**	**614**	**528**	**935**
TOTAL PROPOSED VENDOR COST		$180,000	$180,000	$175,050

	Reviewer Name	Title
1	Beverly Drouin	Administrator III
2	Knatalie Vetter	Supervisor V
3	Kevin Divers	Administrator II

FORM NUMBER P-37 (version 2/23/2023)

Subject: Outreach Strategies to Increase Lead-Safe Housing in NH (RFP-2027-DPH-12-LEADC-01)

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 Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name JJRConsulting LLC		1.4 Contractor Address 25 Park Ct Durham, NH 03824	
1.5 Contractor Phone Number 603-502-4105	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2028	1.8 Price Limitation $175,050
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Jenna Roberts 0832C589D327462... Date: 7/8/2026		1.12 Name and Title of Contractor Signatory Jenna Roberts Jenna Roberts, CEO	
1.13 State Agency Signature DocuSigned by: Iain Watt D778BB63F9704C7... Date: 7/13/2026		1.14 Name and Title of State Agency Signatory Iain Watt Director - DPH	
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: DocuSigned by: Robyn Guarino 748734844941460... On: 7/14/2026			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial
Date: 7/8/2026

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, 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.

3.3 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. 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 and the Scope for Services provided in EXHIBIT B, 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 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 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. 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.

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 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.

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 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. 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initial

Contractor Initials

Date 7/8/2026

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

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

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials Initial

Date 7/8/2026

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 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.

19.2 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.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. 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.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 agreements and understandings with respect to the subject matter hereof.

Initial

Contractor Initials

Date 7/8/2026

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1., Effective Date/Completion of Services, is amended as follows:

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, this Agreement, and all obligations of the parties hereunder, shall become effective upon the approval of the Executive Council of the State of New Hampshire ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

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.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5., as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be

managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Exhibit B – Scope of Services

Scope of Services

1. Statement of Work

1.1. The Contractor must provide statewide lead-hazard training and education services to increase lead-safe housing across New Hampshire.

1.2. The Contractor must develop and finalize all required training materials within the first twelve months of the resulting Agreement.

1.3. The Contractor must provide training, outreach, and expansion activities once all required training materials have been developed and finalized.

1.4. Training and Education Development

1.4.1. The Contractor must provide lead-hazard training and education services to municipal health and building officials, realtors, private home inspectors, housing authorities, maternal and child health home visitors, and early childhood education professionals.

1.4.2. The Contractor must, in collaboration with the Department subject matter experts, develop training materials that support lead-safe housing practices and prepare participants to become licensed as Lead Dust Sampling Technician.

1.5. Tool Kit Development

1.5.1. The Contractor must collaborate with the Department to develop a comprehensive Lead Dust Sampling Technician Tool Kit to use during trainings.

1.5.2. The Contractor must ensure the Tool Kit includes written inspection procedures that comply with New Hampshire Administrative Code, He-P 1600 rules, Lead Poisoning Prevention and Control, including Sections He-P 1608.01(d) Inspection Requirements, and He-P 1608.02(b) Requirements for Lead-Based Paint Inspections, Lead-Based Substance Inspections, and Visual, Dust, and Soil Inspections. The Contractor must ensure the procedures describe the following:

1.5.2.1. Sampling protocols and how components are selected for sampling.

1.5.2.2. Testing methods for detecting lead-based substances on different surface types and substrates.

1.5.2.3. How weather-related conditions impact soil sampling during the winter months and that the Lead Dust Sampling Technician ensure soil sampling occurs within 14 calendar days of stable weather conditions that allow access to soil.

1.5.2.4. Quality control procedures for field measurements and sample collection methods.

1.1.1.3 Determination of elevated dust lead levels and how to document the specific levels detected.

1.5.2.5. Recommendations for addressing any identified hazards.

1.6. Templates and Educational Materials

1.6.1. The Contractor must develop a sample Compliance Inspection Report Template that fulfills the requirements of He-P 1605.04 Compliance Inspections, including documentation of inspection activities, observations, and any test results.

1.6.2. The Contractor must develop a sample Clearance Report Template consistent with He-P 1608, including dust dust sampling results, soil sampling results, and recommendations for remediation when lead-based substances or hazards are identified.

1.6.3. The Contractor must develop a sample certificate template that meets the requirements of He-P 1608.14(f) Certificates.

1.6.4. The Contractor must develop educational materials for families and property owners using resources and materials approved by the Department. Materials must:

1.6.4.1. Meet accessibility and plain language standards.

1.6.4.2. Be formatted for mobile devices and in English.

1.6.4.3. Include short videos, templates, and step-by-step instruction guides including:

1.6.4.3.1. An electronic resource guide for property owners covering essential maintenance practices and in-place management requirements, including:

1.6.4.3.1.1. How to conduct visual inspections.

1.6.4.3.1.2. Providing written notice to tenants on lead hazards.

1.6.4.3.1.3. Cleaning procedures.

1.6.4.3.1.4. Lead-safe renovation and repair practices.

1.6.4.3.1.5. An updated in-place management plan outlining steps to address lead hazards after a Department Administrative Order of Lead Hazard Reduction is

issued, as referenced in Attachment 2-In-place-management-lead-disclosure example.

1.6.4.3.2. A tenant factsheet covering inspections, visual assessments, temporary measures, cleaning, and lead-safe work practices that must be posted on the Department's website and available through a QR Code.

1.7. Lead Dust Sampling Technician Training and Curriculum Development

1.7.1. The Contractor must develop a Lead Dust Sampling Technician Training curriculum that meets the requirements of He-P 1611.03(c)(2)(a-m) Program Content and Hands-On Skill Development and is based on adult learning principles using multiple training modalities. The training curriculum must include:

1.7.1.1. Six (6) hours of classroom training, in-person or virtual.

1.7.1.2. A two (2)-hour in person component that covers the selection of sampling locations and components, conducting visual assessments, alternative inspection technologies and methods, collection of dust and soil samples, and how to prepare a report.

1.7.1.3. Instructor slides created in Microsoft PowerPoint.

1.7.1.4. A student manual created in Microsoft Word.

1.7.1.5. A post-training evaluation document.

1.7.1.6. The Tool Kit developed in Section 1.5, developed using adult-learning principles and accessibility frameworks.

1.8. Outreach and Community Engagement

1.8.1. The Contractor must, after completing the activities described in Sections 1.4 through 1.7, conduct outreach with individuals, agencies, and municipalities to engage them in Lead Dust Sampling Technician Training activities. These may include, but are not limited to:

1.8.1.1. New Hampshire Health Officers Association.

1.8.1.2. New Hampshire Building Officials.

1.8.1.3. The Department's Child Care Licensing Unit.

1.8.1.4. Those involved in early childhood education.

1.8.1.5. Community health workers.

1.8.1.6. Staff from the Nashua and Manchester Health Departments.

1.8.1.7. Private home inspectors.

1.8.1.8. New Hampshire Association of Realtors.

1.8.1.9. Southern NH Home Builders and Remodelers Association.

1.8.1.10. Lakes Region Home Builders and Remodelers Association.

1.9. Training Delivery and Logistics

1.9.1. The Contractor must utilize the Lead Dust Sampling Technician Tool Kit to deliver training, including:

1.9.1.1. Organizing and facilitating Lead Dust Sampling Technician Training classes that will be available to the groups of individuals referenced in Section 1.3, both in-person and virtually online.

1.9.1.2. Developing an advertising campaign for training registration through targeted email lists, provided by the Department, the Department's Facebook and Instagram accounts, and partner association newsletters.

1.9.1.3. Designing, implementing, and reporting data analytics for at least one (1) digital advertising campaign using tools such as Google Analytics to collect and report metrics on impressions, clicks, user engagement, and conversions.

1.9.1.4. Providing Continuing Educational Units (CEUs) for six (6) Lead Dust Sampling Technician Training sessions, each eight (8) hours in duration, targeted to realtors, private home inspectors, and the early childhood education professionals.

1.9.1.5. Managing participant registration for both online and in-person classes, including all reminders, waitlists, and cancellations.

1.9.2. The Contractor must oversee all training logistics, including:

1.9.2.1. Identifying and scheduling up to six (6) meeting spaces across New Hampshire, ensuring capacity for approximately thirty (30) attendees each class and adequate space for the hands-on activities.

1.9.2.2. Coordinating food and beverage services for training. Food expenses must not exceed the U.S. General Services Administration (GSA) Meals & Incidental Expenses (M&IE) per diem rate for New Hampshire (Per diem rates | GSA).

1.9.2.3. Providing a trainer licensed by the State of New Hampshire to deliver all six (6) Lead Dust Sampling Technician Training sessions.

1.9.3. The Contractor must organize and facilitate a follow-up process for individuals who have completed Lead Dust Sampling Technician Training. This process must include the coordination and facilitation of four (4) virtual 1-hour meetings, in collaboration with the Department, to provide updates and facilitate group discussion.

1.10. Municipal Guidance Document

1.10.1. The Contractor must develop a Municipal Guidance Document for city and town municipal officials that explains their authority, abilities, and strategies for increasing lead-safe housing, as approved by the Department prior to publication and distribution. The Contractor must ensure the Municipal Guidance Document includes:

1.10.1.1. A list of local, regional and national municipalities that require proof of certification for lead-safe work practices when applying for building permits to work on residential properties built prior to 1978.

1.10.1.2. An explanation on why lead-safe housing is necessary.

1.10.1.3. Municipal and State authority for pre-1978 properties.

1.10.1.4. Strategies for adopting and administering standards to increase lead-safe housing, including:

1.10.1.4.1. Defining lead hazards in local building codes;
1.10.1.4.2. Requiring lead-safe certificates for pre-1978 rental housing;
1.10.1.4.3. Requiring US Environmental Protection Agency Renovate, Repair, and Paint (RRP) training for properties built prior to 1978; and
1.10.1.4.4. Providing sample ordinances that represent small, medium and large municipalities, as referenced in Attachment 1- Samples.

1.10.2. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.11. Reporting

1.11.1. The Contractor must submit quarterly reports at the end of each quarter. Each report must include:

1.11.1.1. Materials provided in the Tool Kit.

1.11.1.2. CEUs awarded for training classes.

1.11.1.3. Social media analytics for advertising campaigns.

1.11.1.4. Number and locations of training courses conducted.

1.11.1.5. Number of individuals trained.

1.11.1.6. Participant feedback from class evaluations.

1.11.2. The Contractor must complete an annual year-end self-evaluation and improvement plan addressing the following areas:

1.11.2.1. Strategies that were effective.

1.11.2.2. Communication.

1.11.2.3. Logistics.

1.11.2.4. Planning.

1.11.2.5. Coordination.

1.11.2.6. Education.

1.11.2.7. Materials.

1.11.2.8. Areas for improvement, including strategies to address identified gaps.

1.11.2.9. Future strategies to increase capacity and interest in services, including recommendations for how State-level resources may support these efforts.

1.11.3. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

1.11.3.1. At least 90% of Department requests and concerns must receive a response within two (2) business days.

1.11.3.2. At least 90% of training sessions must demonstrate adaptations for adult learners and individuals with low literacy, through methods such as simplified text, visuals, and/or hands-on components.

1.11.3.3. At least 80% of enrolled participants must successfully complete and pass the training classes with a test score of 70%.

1.11.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and

1.12.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.13. Confidential Data

1.13.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.13.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.13.3. Privacy Impact Assessment

1.13.4. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.13.4.1. How PII is gathered and stored;

1.13.4.2. Who will have access to PII;

1.13.4.3. How PII will be used in the system;

1.13.4.4. How individual consent will be achieved and revoked; and

1.13.4.5. Privacy practices.

1.13.5. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.14. Contract End-of-Life Transition Services

1.14.1. General Requirements

1.14.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.14.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy),transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.14.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.14.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.14.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.14.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.15. Completion of Transition Services

1.15.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.16. Disagreement over Transition Services Results

1.16.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

1.17. Website and Social Media

1.17.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.

1.17.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.17.3. State of New Hampshire's Website Copyright

1.17.4. All right, title and interest in the State WWW site, including copyright to all data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State of New Hampshire's copyright.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4. Records

4.1. The Contractor must keep records that include:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover

such sums from the Contractor.

New Hampshire Department of Health and Human Services
Outreach Strategies to Increase Lead-Safe Housing in NH

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR §200.331.
   2.2. The Indirect Cost Rate for this Agreement as 0%.
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment in accordance with Section 3 above.
   4.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, receipts for purchases, time sheets, and payroll records, as applicable.
   4.5. Is completed, dated and returned to the Department to initiate payment.
   4.6. Is assigned an electronic signature and is emailed to DHHS.DPHS.Contract@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.

9. Audits

9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and must return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services		
Contractor Name:	*JJRConsulting LLC*	
Budget Request for:	*RFP-2027-DPH-12-LEADC*	
Budget Period:	*SFY27 and SFY28*	
Indirect Cost Rate (if applicable)	0.0%	
Line Item	**Program Cost - Funded by DHHS - SFY 27**	**Program Cost - Funded by DHHS - SFY 28**
1. Salary & Wages	$66,326	$68,935
2. Fringe Benefits	$9,949	$10,340
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$0	$0
6. Travel	$300	$300
7. Software	$500	$500
8. (a) Other - Marketing/Communications	$1,200	$2,800
8. (b) Other - Education and Training	$2,000	$11,900
8. (c) Other - Other (specify below)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$80,275	$94,775
Total Indirect Costs	$0	$0
Subtotals	$80,275	$94,775
	TOTAL	**$175,050**

Initial

Contractor Initials: _____

Date: 7/8/2026

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

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4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

January

2022

Guidance to Refine the Potable Water Definition in New Hampshire Municipal Building Codes

Developed through a collaborative effort of the New Hampshire Building Officials Association, NH Health Officers Association, NH Planners Association, and NH Department of Environmental Services.

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New Hampshire
Department of Environmental Services

Guidance to Refine the Potable Water Definition in New Hampshire Municipal Building Codes

Prepared by
Drinking Water and Groundwater Bureau

January 2022

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Contents

Purpose and Introduction

This document provides guidance to municipalities that wish to incorporate a refined definition of "potable water" into their building codes. It is a response to inquiries from municipal officials who want to better protect the health of residents who use private wells. This document was developed by the New Hampshire Building Officials Association, New Hampshire Health Officers Association, New Hampshire Planners Association and New Hampshire Department of Environmental Services.

New Hampshire State Building Code requires that every structure equipped with plumbing fixtures and used for human occupancy be provided with a *potable water supply*. The Building Code defines potable water as *"water free from impurities in amounts sufficient to cause disease and harmful physiological effects."* Interpreting and administering this definition has been difficult for local officials as it does not clearly state which impurities should be considered, nor the amounts in drinking water that cause human health impacts.

To assist local officials responsible for administering this portion of the building code, this document suggests a minimum list of contaminants and corresponding contaminant limits that can be used to refine the potable water definition. When incorporated into a local building code along with a requirement for water testing, *the refined definition of potable water will in some cases require treatment to achieve compliance* necessary for local approvals, such as issuance of an occupancy permit.

Beyond the minimum list of contaminants suggested in this document, several other contaminants that could cause disease and harmful health effects are often present in well water in New Hampshire. Therefore, *local conditions may warrant water testing and treatment for additional contaminants not on the minimum list*. Language presented in this document provides for municipalities to add contaminants to the minimum list.

Section 1: The Need for Testing of Private Wells

Nearly half of New Hampshire's residents rely on private wells as their primary source of drinking water at home.[1] When building or buying a home served by a private well, homeowners often assume that the water supply is free of contaminants and safe to drink. However, the occurrence of contaminants at harmful levels in well water in New Hampshire is quite common, and many of those contaminants are colorless and have no detectable taste or odor. Unlike public water systems that must regularly test drinking water for up to 90 contaminants and meet stringent water quality standards under the Federal and State Safe Drinking Water Acts, ***private wells in New Hampshire have no state or federal requirements to test for or remove contaminants, even when present at unhealthy levels***.

Human exposure to some contaminants, such as certain strains of *E. coli* bacteria or high levels of nitrate, can result in immediate illness, such as gastroenteritis. Other contaminants, such as arsenic and radon, when consumed in drinking water over a long period of time, increase the risks for developing certain forms of cancer, cardiovascular diseases, and neurological disorders. For example, studies have found a correlation between private well use in New England and deaths due to bladder cancer,[2] and have estimated that hundreds of cases of cancer over the lifetimes of the current population in New Hampshire may be preventable by testing for and treatment of arsenic in private well water.[3] Children whose primary source of drinking water is a private well may be at particular risk. In 2009 the American Academy of Pediatrics (AAP) released a policy statement outlining health risks to children posed by contaminants found in groundwater.[4] The AAP policy recommends that pediatricians ask parents whether they have recently tested their well water and that states adopt laws to require testing of well water during real estate transfers. Ensuring that all residents have access to safe drinking water is an important public health goal.

Under state and federal regulations for *public* water systems, over 90 drinking water contaminants are regulated to protect public health or address "aesthetic" (e.g., odor or taste) problems. There are no similar state or federal regulations for private wells.

Approximately 20% of private wells in New Hampshire have unhealthy levels of arsenic in drinking water. Arsenic exposure above the drinking water standard is a known risk factor for bladder cancer, as well as a variety of other serious chronic diseases.

[1] NHDES' most recent estimate is 46% of NEW HAMPSHIRE residents in 2010.

[2] J.D. Ayotte, D. Baris, K.P. Cantor, J. Colt, G.P. Robinson, J.H. Lubin, M. R. Karagas, R.N. Hoover, J. F. Fraumeni, and D.T. Silverman (2006). *Bladder cancer mortality and private well use in New England: an ecological study. J Epidemiol Community Health*, 60:168–172

[3] M. Borsuk, L. Rardin, M. Paul, and T. Hampton (2014). *Arsenic in Private Wells in NH*. Thayer School of Engineering at Dartmouth

[4] American Academy of Pediatrics, Committee on Environmental Health and Committee on Infectious Diseases (2009). "Drinking Water from Private Wells and Risks to Children," *Pediatrics* 123 (2009): 1599-1605.

Certain contaminants found in New Hampshire's groundwater occur naturally due to geologic or soil conditions, while others are associated with human activities. For example, New Hampshire was once known as the "Arsenic State," with more than 300 operating arsenic mines during the 19th century.[5] Arsenic is common in the bedrock aquifers that supply many of the state's wells. In New Hampshire nearly all new private wells are drilled into bedrock formations and studies indicate that one in five bedrock wells fails the state and federal health-based standard for arsenic; the number is much higher in some areas and lower in others.[6]

While arsenic and other contaminants occur naturally in groundwater, human sources of contamination such as leaking underground fuel tanks, chemical spills, closed landfills, road salt and other land uses may also present health risks for private well users. Volatile organic compounds (VOCs) used in fuels and a variety of commercial products including industrial cleaners and solvents sometimes find their way into groundwater. In a 2005 study by the U.S. Geological Survey, the gasoline additive methyl tertiary butyl ether (MtBE) was detected in 21 percent of private wells sampled and in 40 percent of public water systems sampled across the state, even in wells located in remote areas.[7] MtBE, which is no longer being added to gasoline in New Hampshire but continues to be found in our well water, has been determined by U.S. EPA to cause cancer when consumed in drinking water at levels above the health-based standard over a prolonged period of time.

Section 2: Municipal and State Authority Involving Potable Water in Private Wells

Municipalities currently have the authority to determine what constitutes potable water as it relates to the Building Code. The State Building Code under RSA 155-A establishes minimum building standards that apply within all municipalities in New Hampshire. The State Building Code adopts by reference the International Plumbing Code (IPC), which requires a potable water supply "*for every structure with plumbing fixtures and utilized for human occupancy…*" per Section 602.1.

"Only potable water shall be supplied to plumbing fixtures that provide water for drinking, bathing or culinary purposes

Section 602.02 Potable Water Required. International Plumbing Code (2009)

The IPC's definition of potable water requires drinking water to be "*free from impurities present in amounts sufficient to cause disease…and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or*

[5] Carter, S. Laura, (undated), Arsenic in odd places: Researchers look into toxic metal mysteries. Dartmouth Medical School, Dartmouth Medicine: The Magazine of the Geisel School of Medicine at Dartmouth.
[6] J. D. Ayotte, M. Cahillane, L. Hayes, and K.W. Robinson (2012), Estimated Probability of Arsenic in Groundwater from Bedrock Aquifers in New Hampshire, 2011, USGS SIR 2012-5156.
[7] J. D. Ayotte, B. R. Mrazik, D. M. Argue, and F. J. McGarry, Occurrence of Methyl tert-Butyl Ether (MTBE) in Public and Private Wells, Rockingham County, New Hampshire, USGS (2004)

the regulations of the public health authority having jurisdiction." However, the IPC definition does not refer to specific contaminants, current drinking water quality standards, or the specific authority that should be responsible for ensuring that those standards are met. In New Hampshire, as in most states, drinking water quality standards apply only to public water systems, which must provide drinking water containing less than the *Maximum Contaminant Levels (MCLs)* for regulated contaminants.[8] The New Hampshire Department of Environmental Services (NHDES) has the authority to enforce these standards to ensure public water systems provide safe water. Similar water quality standards could be applied under the IPC to private well water under local codes.

Under RSA 674:51 (Building Codes), municipalities are authorized to adopt local code requirements, provided they are at least as stringent as the State Building Code. This could be used to ensure that wells serving structures subject to the local plumbing code supply water that meets certain standards. This guide is meant to assist municipalities choosing this option. *Another option used by some municipalities is to require well testing under local health ordinances. NHDES can refer communities interested in this approach to these municipalities*.

The New Hampshire Water Well Board has adopted rules that establish minimum standards for well construction, siting, and installation by licensed well drillers. Several other state programs aim to prevent contamination of wells by establishing setbacks or regulating discharges to groundwater, including those that address septic systems, underground storage tanks, landfills, pesticide use, and storm water discharges to groundwater. As stated earlier, none of these programs require well water quality testing or treatment.

Table 1 Recommended Testing for Private Wells

NHDES recommends having the following tests done every 3 to 5 years, except for bacteria and nitrate, which are recommended annually.

Standard Analysis

Arsenic	Lead
Bacteria	Manganese
Chloride	Nitrate/Nitrite
Copper	pH
Fluoride	Sodium
Hardness	Uranium*
Iron	

Radiological Analysis

Analytical Gross Alpha
Radon
Uranium*

Volatile Organic Compounds (VOCs)

MtBe
Benzene
Industrial solvents

*Please note: Uranium is part of both the standard and radiological analysis groups for the State of New Hampshire Lab.

[8] Maximum Contaminant Levels (MCLs) are numeric water quality standards for contaminants regulated under the federal and New Hampshire Safe Drinking Water Act(s). See NHDES rules Env-Dw 702 through Env-706.

Water Quality Testing for Private Wells

NHDES *recommends* that all private wells users test their well water for the parameters listed in Table 1.[9] Testing for these parameters provide a reasonable, cost-effective overview of a well's water quality, considering the cost of testing, likelihood of occurrence, health risks, and aesthetics (taste, odor, staining). In addition to including common health-related contaminants, the Standard Analysis group includes parameters such as pH and hardness that might not affect health or aesthetics by themselves but do affect the selection of appropriate treatment technologies and add very little to the cost of testing. The results of the recommended tests, together with guidance provided by NHDES fact sheets and followed by consultation with water treatment professionals, enable homeowners or builders to make informed decisions regarding treatment or other means of limiting exposure to contaminants in well water.

In terms of an absolute *minimum* list of health-related contaminants that should be tested to determine potability, *the list in Table 2 is limited to contaminants with enforceable health-based standards that apply to public water systems*, while balancing cost and the likelihood of occurrence at unsafe levels in New Hampshire well water. All the contaminants in Table 2 are known to negatively affect human health. There are many more contaminants regulated at public water systems, with more being added routinely.

Table 2
Minimum List of Contaminants Included in the Refined Definition of Potable Water and Applicable Drinking Water Quality Standards[10]

Contaminants	Standards
Arsenic	<= 0.0050 mg/L
Bacteria	Absent
Copper	<= 1.3 mg/L
Fluoride	<= 4.0 mg/L
Lead	<= 0.015 mg/L
Nitrate (NO_3-N)	<= 10 mg/L
Nitrite (NO_2-N)	<= 1 mg/L
Uranium	<= 0.030 mg/L

Beyond the minimum list in Table 2, *testing for other contaminants could be required by the local building code based on local groundwater conditions or public health concerns*. For instance, most new private wells in New Hampshire are drilled into bedrock and will likely exceed the NHDES Advisory Level for radon (2,000 picocuries per liter), at which point a test for radon in air and consultation with radon mitigation and water treatment providers is recommended. Consequently, a Radiological Analysis may be warranted for bedrock wells in most places across the state. (Note: Radon gas is carcinogenic and well water is one of the pathways for radon to be present at unhealthy levels in indoor air. However, radon has not been included in Table 2 because there is no enforceable standard for radon that currently applies to public water systems.) Local officials might also want to include iron and manganese, since it is common for these contaminants to impair both the drinkability of water (due to taste) and the usability of water for laundering, and their tendency to cause staining of plumbing fixtures. There are also concerns about the potential impact of high levels of manganese on cognitive development in children. However, there is no enforceable standard for iron or manganese that currently applies to public water systems. Sodium might also be considered for inclusion due to its health implications for people on sodium-restricted diets. Volatile Organic Compound (VOC) testing,

[9] See the NHDES private well testing flier in Attachment 2.

[10] The minimum list of contaminants in Table 2 is a small subset of the contaminants for which public water systems are required to meet standards. Local programs should make information available about the health risks associated with potential groundwater contaminants. Fact sheets on each of these contaminants are available from NHDES at (603) 271-2513 and can be accessed at www.des.nh.gov.

although relatively expensive, may also be indicated for inclusion in more developed areas, given the prevalence of MtBE throughout the state due to releases of gasoline containing MtBE.

When weighing the need for testing for contaminants not included in the minimum list in Table 2, consider the following factors:

- Contaminants found in nearby wells.
- Presence of nearby known contamination sites (e.g., leaks from underground storage tanks).
- Location of past or present nearby land uses involving fuel storage, hazardous chemicals, solvents, de-greasers, pesticides and fertilizers.
- Nearby groundwater or stormwater discharges from commercial land uses, including those with septic systems.

Information about local groundwater conditions may be available from NHDES. Contact (603) 271-0688 for guidance on finding information related to local groundwater conditions.

Section 3: Adopting and Administering a Potable Water Standard

Defining Potable Water in a Local Building Code

Municipalities often adopt local building codes using the State Building Code as a template with or without local modifications. Changes to a local building code require a noticed public hearing and approval by a vote by the "local legislative body" (e.g., town meeting, town or city council) per RSA 674:51,I. As noted above, municipalities that wish to adopt local water testing requirements and water quality standards for private wells may accomplish this by incorporating modified versions of two sections of the IPC into the local building code: Sub-section 602.3.3 *and* Section 202.

Establishing Testing Requirements for Private Wells

Section 602.3 (Individual Water Supply) of the IPC applies to private wells. Within that section, sub-section 602.3.3 (Water Quality) may be modified to require the submission of a report from an accredited laboratory containing water quality test results. The test results submitted by or on behalf of an applicant for a Certificate of Occupancy (CO) would then be used to determine whether the water supply meets the definition of potable water. The original IPC language follows in blue with added language italicized in brown.

*Sub-Section 602.3.3: "*Water from an individual water supply shall be approved as potable by the building code enforcement authority prior to *issuance of a certificate of occupancy. A report from a laboratory accredited under the New Hampshire Environmental Laboratory Accreditation Program or another state program under the National Environmental Laboratory Accreditation Program shall be submitted to the building code enforcement authority. When water treatment is necessary, treated water shall be tested for the contaminants listed within the "potable water" definition or as required by the municipal code enforcement authority."*

Adopting this modified version of Sub-section 602.3.3 of the International Plumbing Code (IPC) establishes a clear requirement to submit water quality test results to the municipal code enforcement authority.

Defining Potable Water Based on Well Water Testing Results

Adopting a refined definition of potable water that lists specific contaminants and the associated water quality standards will allow code enforcement or health authorities to consistently determine whether private well water meets the local definition of potable water. As noted earlier, the term "potable water" is defined in Section 202 (General Definitions) of the IPC but the definition does not refer to specific contaminants or current drinking water quality standards. The recommended refined potable water definition below establishes that *some* of the most common water quality standards (see Table 2) that are applied to public water systems would also be applied to private wells in a municipality.

Builders, real estate agents and other related professionals who need to obtain Certificates of Occupancy should be made aware of new water testing requirements to enable them to allow time to obtain sample bottles, take samples, deliver samples to a laboratory, and wait for the laboratory to turn the samples around.

As noted above, some municipalities may wish to add other contaminants based on local groundwater water quality concerns. There are two options here: Contaminants may be added to Table 2 to require testing and compliance *town-wide*, or local officials may rely on the phrase "free from impurities present in amounts sufficient to cause disease or harmful physiological effects" to include additional parameters *on a case-by-case basis* based on information about local groundwater conditions and threats such as those listed above in the "Water Quality Testing for Private Wells" section.

The original IPC language follows in blue with added language italicized in brown. As previously noted, parameters listed in Table 2 include only contaminants with health-based drinking water standards that apply to public water systems in New Hampshire.

> *Section 202 Potable Water:* Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming *to the standards established by the New Hampshire Department of Environmental Services or U.S. EPA for the contaminants listed in [Table 2].*

Implementing Requirements for Water Quality Testing and Treatment

The refined potable water definition, if adopted in a local building code, will require applicants for a (CO) to have the water tested by an accredited laboratory and submit the test results to the local building official. While a local code might *require* testing only for contaminants in its "potable water" definition, local officials might wish to adopt a *recommended* set of tests along the lines of Table 1. Attachment 3 to this document is NHDES' list of accredited labs that currently provide testing for the contaminants listed Tables 1 and 2. (The list of laboratories is updated periodically and posted on NHDES' private well testing webpage.[11]) Laboratories typically group tests into

[11] Search for "NHDES private well testing."

packages that may or may not include all the required or recommended contaminants; well owners should check before choosing a testing package.

Collection and delivery of water samples to a laboratory is usually the responsibility of the applicant who wishes to obtain a (CO). Laboratories typically provide both sample bottles and instructions on how to properly collect and handle water samples. Water quality test results are sent directly to the customer, who would attach the laboratory's report to the application for a (CO). Either the health officer or the building code enforcement officer would review the laboratory report to determine compliance with the water quality standards. The laboratory report will typically indicate whether the results meet state drinking water standards. If water treatment is required to remove contaminants, a second water test would be required to determine whether the treated water meets the water quality standards to be considered potable. The New Hampshire Department of Health and Human Services Public Health Laboratory publishes a guide entitled "Your Water Analysis" that explains what the laboratory results mean for each contaminant listed in Table 1, **including their associated health or aesthetic issues and possible sources of water contamination.**

Test results submitted with an application for a (CO) are public information and must be made available upon request. This information may be important during subsequent real estate transfers. Although the date of the most recent water quality test must be disclosed by the seller prior to execution of a purchase and sales agreement under RSA 477:4-c (Disclosure Required; Water Supply; Sewage Disposal), the statute does not require the seller to provide water test results. However, if the test results were public information by virtue of being required for a (CO), this would make the result available to prospective buyers.

The time to collect a water sample, deliver it to a laboratory, complete water testing and receive results mailed out by the laboratory to the property owner/applicant can often range from two to four weeks. If treatment is required, expect to add an additional two to four weeks to install treatment and complete a second round of water testing. Upon adoption of a building code requiring private well water testing as a condition for a (CO), it is important to provide advance notice to the public, real estate professionals, etc. regarding the additional time that may be required to obtain the (CO).

If water treatment is necessary, it should remove contaminants to levels that meet water quality standards.

Making it Work in Your Community

For communities that wish to refine the definition of "potable water" in their building codes, developing a consensus among local stakeholders about the need to have a clear local potable water standard is an important first step. Forming a local committee, conducting public education and outreach activities, and making private well test kits available will raise community awareness about the need to have a clear standard that can be applied through a building code. Be prepared to answer questions, such as those found below in Table 3.

Table 3—Frequently Asked Questions

How many households use private wells in my municipality?	The U.S. Geological Survey (USGS) has developed estimates of the population using private wells in each NEW HAMPSHIRE community in 2005.
What are the chances of being exposed to arsenic or other contaminants in NEW HAMPSHIRE through using a private well?	The USGS estimates that one in five bedrock wells in NH has arsenic above 10 ug/L, the health-based limit for public water systems, but some parts of the state are much more likely than others to have high levels. The USGS has published maps that show the estimated probabilities of finding arsenic at 1, 5 and 10 ug/L in private wells. NHDES also publishes estimates of how frequently private well water will on average exceed Standard Analysis test parameters.
What is the cost to do the tests listed in Table 2?	Prices vary by lab but the total cost of the Standard Analysis in Table 1 (which includes all of the Table 2 contaminants) usually ranges from $85 to $125.
Where is a nearby accredited lab that can do the water tests?	NHDES publishes a list of accredited labs. See or search for "NHDES private wells testing."
What is the proper treatment to remove contaminants from private well water?	Consult NHDES fact sheets or staff, qualified treatment professionals, and online tools to determine the proper treatment technology to remove specific contaminants.[12] Water testing is necessary to determine the proper treatment; for example, water softeners do not effectively remove arsenic. Visit the NHDES publication library for the Drinking Water Fact Sheets.
Should the "potable water" requirement be applied to building projects that do *not* involve new wells?	Applicability of the "potable water" requirement to projects that do not involve new wells is subject to the discretion of the local building official. However, well water quality can change over time. Furthermore, increased water use, and increased groundwater pumping can also cause changes in water quality.

[12] NHDES provides assistance to help determine the proper water treatment technology based upon well water test results. For more information about water treatment, contact (603) 271-3108.

When Adopting a Refined Potable Water Definition Remember to:

- *Update any local guide(s) to municipal approval processes, as well as forms (permits, checklists) to reflect newly adopted testing and treatment requirements.*
- *Identify the local official responsible for reviewing water test results and water treatment systems.*
- *Make available at municipal offices information such as NHDES' list of accredited laboratories and NHDES' flier listing recommended tests.*
- *NHDES publishes several fact sheets regarding the contaminants listed in Table 1 as well as other contaminants that public water systems must test for. Current versions of these fact sheets or a list with "how to obtain" information should be made available in municipal offices.*
- *Ensure test results submitted for local permit approvals are kept on file and made available upon request.*
- *Refer applicants to NELAP accredited labs for testing and to NHDES for questions regarding water treatment.*

For more information about adopting a clear potable water standard into local building regulations, contact NHDES at (603) 271-0688.

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Appendix 1 Online Resources Related to Private Wells, Public Health, Water Quality Testing and Treatment

Health Information

Drinking Water from Private Wells and Risks to Children (American Academy of Pediatrics)

Dartmouth College—Toxic Metals Superfund Research Program (arsenic page)

Water Quality Testing and Treatment

WD-DWGB-2-1 Suggested Water Quality Testing for Private Wells (NHDES)

WD-DWGB 3-2 Arsenic in New Hampshire Well Water (NHDES)

Water Quality Testing for Private Wells in New Hampshire (NHDES)

NH DHHS Public Health Laboratories Analysis Guide for Homeowners (DHHS)

DHHS Public Laboratories Online Order Form for Test Containers for Homeowners (DHHS)

Appendix 2—NHDES Private Well Testing Flier and Accredited Laboratory List

WHY TEST?

TEST YOUR WELL WATER

Unhealthy levels of contaminants are common in many private wells in New Hampshire. Some of these contaminants have been linked to cancer and other diseases. Most have no taste, smell or color. It is important to periodically test well water to ensure it is safe to drink.

MORE INFORMATION

For information about testing your well water, treatment options or accredited laboratories in New Hampshire, visit the NHDES website.

Search for "Private Well Testing" or "Water Well Testing."

NHDES Drinking Water and Groundwater Bureau
29 Hazen Drive; PO Box 95
Concord, NH 03302-0095
(603) 271-2513
dwgbinfo@des.nh.gov

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NEW HAMPSHIRE DEPARTMENT OF Environmental Services

www.des.nh.gov

NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs *for all*
Department of Health and Human Services

www.dhhs.nh.gov/dphs/lab/index.htm

WHAT'S IN YOUR WATER?

HOW TO TEST

1. **Order a kit** from an **accredited laboratory** to sample your water. The New Hampshire Public Health Lab has an online **container request form**, as do some other labs.
2. **Follow the instructions** included in the kit to sample your well water and send back the water sample(s) immediately to the lab.
3. **Review the report from the lab.** Any contaminants that may affect your health or your home appliances will be highlighted.

HOW TO TREAT

If the lab report indicates there is a contaminant in your well water in amounts greater than state or federal health standards or recommended action levels, you should take steps to fix it.

Using NHDES' **Be *Well* Informed** web tool, you can enter results from your lab report and get recommendations for appropriate treatment options, if needed.

NHDES also has fact sheets on its website covering all common water quality problems and their solutions. Before making a decision, consult a water treatment professional.

WHEN TO TEST

NHDES recommends that prospective homebuyers test the water in a home with a private well before purchase.

Water quality in properly located and constructed wells is generally stable, and if a change is going to occur, it occurs slowly. Thus, ***NHDES recommends standard, radon and PFAS analysis testing every three to five years***. Bacteria and nitrate are exceptions; **you should test for them every year**.

The following conditions would call for more frequent testing:

- Heavily developed areas with activites that handle hazardous chemicals.
- Recent well construction or repairs. NHDES recommends testing for bacteria after any well repair or pump or plumbing modification, but only after thorough flushing of the pipes.
- High levels of contaminants found in earlier testing.
- Noticeable changes in the water, such as a change in taste, smell or appearance after a heavy rain, or an unexplained change in a previously trouble-free well.
- Nearby rock blasting. Test before blasting begins and several months to one year after blasting begins.

WHAT TO TEST FOR

The contaminants that are the most common in well water in New Hampshire are radon, arsenic, and bacteria. Private well users and buyers of homes with private wells should have water tested for the following common contaminants and useful parameters:

Arsenic	Bacteria (Total Coliform, E. coli)	
Chloride	Copper*	Fluoride
Hardness	Iron	Lead*
Manganese	Nitrate/Nitrite	pH
Radon**	Sodium	Uranium

***For current well users, NHDES recommends testing for stagnant lead and copper in addition to flushed lead and copper. At the State Public Health Lab, this list would be equivalent to the "Standard" package plus a Radon test. A number of other laboratories provide the same testing. Home buyers should order the NH Well Water Test for Home Buyers, available at the State Public Health Lab and many other labs.**

****Radon may be omitted for wells that do not reach into bedrock (dug wells). All homes should be tested at least once for radon in air.**

ADDITIONAL TESTS

The following contaminants occur often enough that all private wells should be tested at least once:

- VOCs – volatile organic compounds, such as MtBE, benzene, and industrial solvents.
- PFAS – per- and polyfluoroalkyl substances (test for PFOA, PFOS, PFHxS and PFNA, at a minimum).

VOCs occur statewide, but a number of activities and land uses seem to be associated with a higher likelihood of contamination. These include nearby fuel spills or leaks, and businesses that use petroleum products or petroleum-based chemicals.

PFAS have been used in products that are used in domestic, commercial, institutional and industrial settings. PFAS have also been used to fight certain types of fires. PFAS have affected wells throughout New Hampshire but are more frequently detected at elevated levels in southern New Hampshire.

Prices for these tests may vary considerably from one lab to another.

Laboratories Providing Testing Services
Recommended by NH Department of Environmental Services for Private Well Users and Home Buyers

NHDES recommends that private well users and people buying a home with a private well test their well water for the parameters listed in Table 1. NHDES recommends testing, because it is common for private wells to have harmful levels of contaminants. For additional information, see the NHDES flier "What's in Your Water?."

When you receive test results from a laboratory, visit NHDES' *Be Well Informed* website. It will interpret your test results and help you understand your water treatment options.

Table 1
NHDES Recommendations for Private Well Testing

Private Well *Users*	**"NH Well Water Test for *Home Buyers*"**
Test every 3 to 5 years (except for bacteria and nitrate, which are recommended yearly)	**Test during the inspection period as specified in contract**
Arsenic Bacteria (Total Coliform and E. coli) Chloride Copper* Fluoride Hardness Iron Lead* Manganese Nitrate/Nitrite pH Radon** Sodium Uranium	
Other chemicals depending on circumstances* **	

*For current well users, NHDES recommends testing for stagnant lead and copper in addition to flushed lead and copper.
**Radon may be omitted for wells that do not reach into bedrock (for example, dug wells).
***Circumstances to be considered include nearby land uses, proximity of the well to a septic system leach field, the possibility of fuel or other chemical spills nearby, and the availability of resources to pay for testing. For more information, see NHDES' Fact Sheet WD-DWGB-2-1 Suggested Water Quality Testing for Private Wells.

In order to be included in the list below (Table 2), a laboratory **must** provide a test package that includes the 15 parameters in the "NH Well Water Test for Home Buyers." Contact a laboratory to confirm its capability for providing all desired tests and test pricing. It is not necessary to do all of these tests at one time.

Table 2
Accredited Laboratories Providing Well Water Quality Testing Services in New Hampshire and Neighboring States[1]

LABORATORY NAME	TELEPHONE	ADDRESS	TOWN	STATE	WEBSITE
ABSOLUTE RESOURCE ASSOCIATES LLC	(603) 436-2001	124 HERITAGE AVENUE	PORTSMOUTH	NH	WWW.ABSOLUTERESOURCEASSOCIATES.COM
CHEMSERVE ENVIRONMENTAL	(603) 673-5440	317 ELM STREET	MILFORD	NH	WWW.CHEMSERVELAB.COM
CON-TEST ANALYTICAL LABORATORY	(413) 525-2332	39 SPRUCE STREET	EAST LONGMEADOW	MA	WWW.CONTESTLABS.COM
EAI ANALYTICAL LABS	(603) 357-2577	33 WHITTMORE FARM ROAD	SWANZEY	NH	WWW.EAI-LABS.COM
EASTERN ANALYTICAL INC.	(603) 228-0525	51 ANTRIM AVENUE	CONCORD	NH	WWW.EAILABS.COM
ENDYNE INC	(603) 678-4891	56 ETNA ROAD	LEBANON	NH	WWW.ENDYNELABS.COM
ENDYNE INC	(802) 879-4333	160 JAMES BROWN DRIVE	WILLISTON	VT	WWW.ENDYNELABS.COM
GRANITE STATE ANALYTICAL SERVICES LLC	(603) 432-3044	22 MANCHESTER ROAD, UNIT 2	DERRY	NH	WWW.GRANITESTATEANALYTICAL.COM
NELSON ANALYTICAL LLC	(603) 622-0200	490 E INDUSTRIAL PARK DRIVE	MANCHESTER	NH	WWW.NELSONANALYTICAL.COM
NELSON ANALYTICAL LLC	(207) 467-3478	120 YORK STREET	KENNEBUNK	ME	WWW.NELSONANALYTICAL.COM
NEW ENGLAND RADON LTD	(603) 893-4260	11 INDUSTRIAL WAY, UNIT 3	SALEM	NH	WWW.NEWENGLANDRADON.COM
NH DHHS PUBLIC HEALTH LABORATORIES	(603) 271-3445	29 HAZEN DRIVE	CONCORD	NH	WWW.DHHS.NH.GOV/DPHS/LAB/WATER-LAB/INDEX.HTM
SEACOAST ANALYTICAL SERVICES	(603) 868-1457	ROUTE 125 & 72 PINKHAM ROAD	LEE	NH	WWW.SEACOASTANALYTICAL.COM

For questions related to accredited laboratories, contact:
New Hampshire Environmental Laboratory Accreditation Program
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095 (603) 271-2998
nhelap@des.nh.gov

Updated 9/21/2021. Subject to change. For up-to-date information, visit NHDES' Accredited Laboratory Search.

PUBLIC HEALTH NUISANCE

GUIDANCE DOCUMENT

completed by the

NH PUBLIC HEALTH NUISANCE TASKFORCE

and the

NETWORK FOR PUBLIC HEALTH LAW EASTERN REGION

New Hampshire Health Officers Association

NH DIVISION OF Public Health Services
Improving health, preventing disease, reducing costs *for all*
New Hampshire Department of Health & Human Services

The Network for Public Health Law

The information contained in this document is broad and intended for informational purposes only. This document is not a substitute for legal advice. Since every case is different, should you need specific guidance, you are encouraged to contact your attorney. The information shared in this document is not intended to create an attorney-client relationship.

PARTICIPATING MEMBERS OF THE PUBLIC HEALTH NUISANCE TASKFORCE

Philip Alexakos	Manchester Health Department, Chief of Environmental Health and Emergency Preparedness
Dr. Donald Bent	Town of New London, Health Officer
Dr. Stephen Crawford	NH Department of Agriculture, State Veterinarian
Richard de Seve	NH Department of Environmental Services, Water Division
Rich DiPentima	NH Representative District 16
Beverly Baer Drouin	Division of Public Health Services, Healthy Homes & Environment Section, Administrator
Michael Dumond	Division of Public Health Services, Bureau of Public Health Protection, Bureau Chief
Louise Hannan	Division of Public Health Services, Health Officer Liaison,(former)
Dennise Horrocks	Town of Plaistow, Health Officer
Judy Jervis	NH Health Officers Association, President
Elizabeth Maynard	NH Division of Public Health Services, Counsel
Kim McNamara	City of Portsmouth, Health Officer
Pam Monroe	NH Dept. of Environmental Services, Air Resource Division
Jessica Morton	Division of Public Health Services, Health Officer Liaison
Bill Oleksak	Town of Hudson, Health Officer
Heidi Peek	City of Nashua, Health Officer
David Rousseau	NH Department of Agriculture, Div. of Pesticide Control, Director
Chuck Stata	Town of Groton, Health Officer
Mathew Swinburne	Network for Public Health Law Eastern Region, University of Maryland Francis King Carey School of Law

BACKGROUND

In April 2010 the New Hampshire Health Officers' Association general membership expressed a need to better understand and define NH RSA *147 Nuisances; Toilets; Drains; Expectoration; Rubbish and Waste*, otherwise known in this document as the Public Health Nuisance standard. To achieve this goal, a public health nuisance taskforce was formed comprised of a diverse group of professionals.

Between April 2010 and September 2011 this taskforce met on five occasions working towards the development of guidelines that could be used by state officials and local Health Officers to address public health nuisances. The taskforce wanted these newly developed guidelines to include a general definition of "Public Health Nuisance" in New Hampshire law as well as examples of definition from other states. The goal of the taskforce was to develop guidelines that were not legally binding but rather provide a range of factors for consideration when making a local or state level determination of what falls within a Public Health Nuisance based on New Hampshire law and the group of experts gathered to review this subject. Once completed, the taskforce wanted to make this guidance document available to the public through websites of the NH Health Officer Association and the Division of Public Health Services.

Over the course of the seventeen months that the taskforce met, they identified five public health nuisances that they felt were particularly challenging to New Hampshire Health Officers. These high priority public health nuisances included: airborne particulates from outdoor wood furnaces; infestation of pests; sanitation of waste water; moisture and mold; and unsanitary living conditions. The taskforce then developed an algorithm to be used when making the determination if something fit the criteria of a public health nuisance. The algorithm included the following reasoning:

- Does the condition meet the general definition of public health nuisance as it is currently presented in NH law?
- Is there evidence that the condition is causing or could have a health impact on members of the public?

- Is the condition already addressed in another federal, state or local law, rule or local ordinance?

- Does the problem require enforcement action?

The taskforce was also interested in developing model language that could be used by cities and towns interested in developing stronger local public health ordinances. To achieve this, they gathered samples and compared the language of ordinances from New Hampshire cities and towns.

The momentum of the taskforce was temporarily slowed down by the vacancy of the Division of Public Services (DPHS) Health Officer Liaison position in November 2012. When this position was filled in 2013, the DPHS moved forward and contacted the Network for Public Health Law Eastern Region at the University of Maryland Francis King Carey School of Law about assisting the taskforce in completing this guidance document. The Network for Public Health Law agreed to partner with DPHS to provide and review sample ordinances that are working successfully nationally and identify for New Hampshire a template ordinance for a small, medium and large communities, identify the health impacts relative to each of the five potential public health nuisances that New Hampshire had identified as a priority, and provide case law research.

Once the draft *Public Health Nuisance Guidance Document* was available for review, the Taskforce reconvened in January 2014. Over the course of several meetings, the Taskforce reviewed the findings of The Network for Public Health Law and the Public Health Resource Section developed by DPHS. In September 2014, this document was released to the public.

OVERVIEW OF PUBLIC HEALTH NUISANCE

A local Health Officer's authority to abate public nuisances is an important tool in protecting public health. In general, a nuisance is defined as a "condition, activity, or situation (such as a loud noise or foul odor) that interferes with the use or enjoyment of property; esp., a nontransitory condition or persistent activity that either injures the physical condition of adjacent land or interferes with its use or with the enjoyment of easements on the land or of public

highways."[1] When this interference substantially and unreasonably affects the use and enjoyment of a single or small group of properties it is considered a private nuisance.[2] When an activity unreasonably interferes "with a right common to the general public," it is considered a public nuisance.[3] As such, a public nuisance is a "behavior that unreasonably interferes with the health, safety, peace, comfort or convenience of the general community."[4] A public nuisance could include public health threats such as pest infestations, unsanitary living conditions, smoke from outdoor wood boilers, or properties with unreasonable accumulation of garbage. At times, conduct may be both a private and a public nuisance if it causes both a particular harm to a specific property and a more generalized harm to the greater community.[5] However, the local Health Officer's focus is to play an important role in addressing the health threat presented by public nuisances.

To understand the scope of the Health Officer's authority to abate public nuisances, it is helpful to understand the source of this authority - the police powers of the state government. However, to determine the scope of state government authority you must first look to the U.S. Constitution and the concept of federalism. Federalism is the division of power between the federal government and state governments. The basis of federalism in the United States is the 10th Amendment, which states that any powers not "delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people." Under this broad reservation of power, states have police powers. Police powers are the authority to enact and enforce legislation and regulations to protect the welfare, health, and safety of the population. These police powers provide the basis for a state's nuisance abatement authority. However, the relationship between state and local governments is different than the concept of federalism. Local governments are generally recognized as subsidiaries of their respective states. Any power that local authorities exercise is delegated from the state. The

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[1] Black's Law Dictionary, Ninth Edition (2009)

[2] Dunlap v. Daigle, 122 N.H. 295, 298 (1982).

[3] Robie v. Lillis, 112 N.H. 492, 495 (1972).

[4] Id.

[5] Urie v. Franconia Paper Co., 107 N.H. 131, 133(1966).

section below examines the delegation of nuisance abatement authority to local Health Officers and explores the parameters placed on this authority by the state.

AUTHORITY TO DRAFT REGULATIONS

To address the public health threat posed by public nuisances, the state has delegated considerable authority to local Health Officers. New Hampshire RSA 147:1 grants the Health Officers of cities and towns the authority to draft regulations for the "prevention and removal of nuisances, and such other regulations relating to the public health as in their judgment the health and safety of the people require. . . ."[6] For local regulations drafted under this provision to take effect, they must be approved by the selectmen, recorded by the town clerk, and published in a newspaper printed in the town, or posted in two or more public places in the town.[7]

The scope of this authority is intentionally broad to allow Health Officers to address the public health threats specific to their community and to provide a tool that can adapt as new challenges develop within the community. The courts in New Hampshire have respected this delegation of authority and have done little to narrow the scope of the local Health Officer's nuisance abatement power.

The combination of a broad delegation of regulatory authority and 13 cities, 221 towns, and 25 unincorporated places in New Hampshire creates the potential for a diverse array of local public nuisance ordinances. However, few local jurisdictions have utilized this authority to create public health ordinances that elaborate upon the general definition of public nuisance provided by the State. A survey of these regulations indicates that some jurisdictions have drafted regulations that leave the definition of public nuisance broad, rather than narrowing its scope with specific examples. For example, the City of Portsmouth, New Hampshire, addresses the issue of nuisance in its public health ordinances by stating:

> "The Health Officer shall inquire into all nuisances and all causes of danger to the public health, and whenever he shall know, or have cause to suspect, that any

[6] NH RSA 147:1 (2013)

[7] Id.

> nuisance or other thing injurious to the public health is in any building, vessel, or enclosure he shall make complaint under oath to some justice of the peace who shall issue a warrant directed to the proper authority to search such building, vessel or enclosure and he may enter therein and make search.[8]"

Other jurisdictions have taken a different approach by providing a general definition of nuisance and a non-exclusive list of public health threats that qualify as a nuisance. For example, the local regulation in the City of Berlin, New Hampshire defines nuisance, in the vector control section of its public health code, as:

> "any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood…or shall cause or result in annoyance or disturbance to persons beyond the boundaries of such property; inference to the health and/or safety of the person beyond the boundaries of such property….[9]"

The ordinance then indicates that this definition of nuisance includes, but is not limited to, the presence on the premises of any of the following:

> junk, trash, or debris, abandoned, discarded or unused objects or equipment such as but not limited to automobiles, furniture, paper, cardboard, plastic, glass, crockery, scrap metal, tires, stoves, refrigerators, freezers, cans or containers.[10]

It is also important to note that some jurisdictions also address public nuisance through the provisions of their property maintenance code or zoning regulations. Although these ordinances may look at specific structural issues, they also address public health threats. For example, the Housing Code of Manchester, New Hampshire includes in its definition of public

[8] Portsmouth, NH, Public Health Ordinance, art. I. § 3.101.

[9] Berlin, NH, Health Regulations § 7-26(7).

[10] Id.

nuisance "[a]ny premises which are unsanitary, or which are littered with rubbish or garbage, or which have an uncontrolled growth of weeds."[11]

Local jurisdictions outside of New Hampshire utilize the same approaches to public nuisance ordinances in their efforts to protect public health. To ensure that the ordinances we reference in this document represented communities both large and small, over 100 jurisdictions were researched. The Resource Section of this document provides links to a sampling of local nuisance ordinances from New Hampshire and other states.

ENFORCEMENT AUTHORITY

In addition to drafting public nuisance regulations, Health Officers have a duty to investigate "all nuisances and other causes of danger to the public health."[12] Regardless of a jurisdiction's decision to draft regulations pursuant to New Hampshire RSA 147:1, a local Health Officer has the duty to investigate and the authority abate public nuisances.[13]

To investigate a public nuisance claim, a Health Officer will often need access to private property to determine if there is indeed a public health threat. When the property owner or occupant refuses to grant access to the property, an administrative inspection warrant can be obtained from a justice of a municipal, district, or superior court.[14] However, there are circumstances when notice is *not* required. First, the owner of the property must be unknown **or** does not reside in the town. Second, the property must be unoccupied **or** the occupant is, in the opinion of the Health Officer, unable to remediate the nuisance. If both of these two conditions are met, the Health Officer can without previous notice remove or destroy the public nuisance.[15]

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[11] Manchester, NH, Housing Code § 150.002(B).

[12] NH RSA 147:3 (2013)

[13] *See* NH RSA 147:3 (granting authority to investigate nuisances and other dangers to the public health); *see also* NH RSA 147:4 (granting authority to remove nuisances.)

[14] NH RSA 595-B:1 (2013)

[15] NH RSA147:6 (2013)

This administrative inspection warrant authorizes the inspection of the property. However, to secure the warrant you must show probable cause by an affidavit.[16] An affidavit is a written statement of facts made under oath. This affidavit must:

> "describe the place, dwelling, structure, premises, vehicle or records to be inspected and the purpose for which the inspection is to be made. In addition, if testing or sampling is requested, the affidavit shall describe the time and manner of such testing or sampling. In all cases, the affidavit shall contain either a statement that the consent to inspect has been sought and refused, or facts or circumstances reasonably justifying the failure to seek such consent.[17]"

Once the administrative inspection warrant is secured it must be executed within 7 days of its issue or it becomes void.[18] However, you may request an extension or a renewal of the inspection warrant from the justice who issues the original warrant.[19] The warrant must be served between 8 a.m. and 6 p.m. unless specifically authorized by the issuing justice as necessary.[20] The inspection authorized by the warrant cannot be carried out by a forcible entry unless the warrant specifically authorizes otherwise.[21] To help execute the inspection warrant, the Health Officer can bring law enforcement to assist in the process.[22] During the inspection, a copy of the warrant must be provided to the owner or occupant; or if neither is present then it should be left at the location. In addition, if any samples are taken from the site, a receipt should be given to the owner or occupant; or left at the sampling location.[23] There are occasions when a Health Officer might be called in to accompany other governmental officials on 'their'

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[16] NH RSA 595-B:2

[17] Id.

[18] NH RSA 595-B:4

[19] Id.

[20] NH RSA 595-B:5

[21] Id.

[22] Id.

[23] NH RSA 595-B:6

administrative inspection warrant. Please check with your Town/City Attorney to ensure that this is permitted in each specific instance.

If the property owner or occupant of the nuisance property refuses entry when the warrant is presented, they can be found guilty of a Class B Misdemeanor.[24] Class B Misdemeanors are subject to a penalty of up to $1,200.[25] However, the state can file a notice of intent to seek Class A Misdemeanor penalties which would increase the penalty to a maximum of $2,000 and a potential of up to one year in prison.[26] For additional information on the administrative inspection warrant process please see the legal resource section of this document.

Once a public nuisance has been discovered, a Health Officer can require the owner or occupant of building, vessel, premises, or property to remove or destroy a public nuisance within a specific time.[27] Generally, the Health Officer must provide the owner or occupant of the property with written notice of this Order. This notice must be given to the individual or left at the owner's or occupant's abode. Having law enforcement serve the document is an efficient way of providing notice. Although not required by law, it may expedite the nuisance abatement process to deliver the notice by certified mail with return receipt requested or through another delivery service with receipt confirmation.

If the individual fails to comply with the Order, the Health Officer has the authority to forcibly enter the property and abate the nuisance.[28] In executing the authority to forcibly enter a property, caution should be exercised in these potentially inflammatory situations. It would be prudent to involve law enforcement to help ensure a safe and expedient resolution.

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[24] See NH RSA 595-B:8 (2013)(stating that refusal to grant entry is a misdemeanor); see also NH RSA 625:9 (IV)(c) (2013) (stating that any undesignated misdemeanor is a class B misdemeanor unless it involves an act or threat of violence).

[25] NH RSA 651:2 (2013)

[26] Id.; see also NH RSA 625:9 (IV)(c) (allowing the state to seek class A penalties).

[27] NH RSA147:4 (2013)

[28] Id.

In either case, the Health Officer may enlist the assistance of others to abate a public nuisance.[29] Resisting the efforts of the Health Officer or their assistants during the abatement process is a Class B Misdemeanor,[30] subject to a fine up to $1,200.[31]

The owner or occupant of a property is liable for the expenses incurred in the abatement of a public nuisance.[32] There are two processes through which a Health Officer may recuperate abatement costs. The Health Officer may bring a civil action in the name of the town[33] or they may issue an "Order for Abatement Costs pursuant to RSA 147:7-b."[34]

To issue this, an Order for abatement costs, the Health Officer must first obtain the consent of the municipal governing body. Often municipalities issue verbal warnings and advisory letters prior to issuing an Order. When doing this, the Health Officer must be certain that he has thoroughly documented all site visits, discussions, phone calls, meetings, and emails. Once consent is secured, the Order must contain the following elements:

(1) A copy of the notice sent to owner or occupant. This notice must contain a description of the public nuisance, the date of any inspection, required corrective actions, and a reasonable time line for the correction of the public nuisance. This notice must also indicate that failure to take corrective action may result in action by the municipality and the cost of these actions shall result in a lien against the real estate.[35]

(2) A statement of the corrective actions taken by the municipality.

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[29] NH RSA 147:5

[30] NH RSA 625:9

[31] NH RSA 651:2

[32] NH RSA 147:7

[33] Id.

[34] NH RSA 147:7-b

[35] NH RSA 147:7-a

(3) An accounting of the municipality's expenses related to abating the nuisance.

(4) A statement that indicates that the abatement costs constitute a lien against the real estate that is enforceable in the same manner as real estate taxes and that if no objection is filed with the Health Officer within 30 days; the account will be committed to a tax collector.

(5) The address of office of the Health Officer, where any objections must be filed

(6) A copy of N.H. Rev. State Ann. § 147:7-b which address the collection of nuisance costs.

This Order must be served upon the record owner of the property or their agent, and the person to whom the property taxes are assessed, if they are not the owner of the property. After the Order has been served, the individual may file a written objection to the Order with the Health officer. This objection must be filed within 30 days of receiving the Order and must specify the basis for opposing the Order. If an objection is not promptly filed, the Health Officer may initiate the collection process by providing the officer responsible for issuing tax warrants with a copy of the Order, proof of service, and a certification that no objection was received.[36] However, when an objection is filed, the Health Officer may file a motion to affirm the Order with the district court of the district in which the property is situated or the superior court, if the amount at issue exceeds the district court's civil damage limits ($25,000[37]). The court will then conduct a hearing on the motion, at which material and proper evidence may be allowed. After the hearing the court will affirm, correct, or deny the Order for abatement costs.

AUTHORITY TO DRAFT AND ENFORCE REGULATIONS

The authority to draft and enforce local nuisance regulations provides local Health Officers with an important tool in protecting the public health of their community. While the broad delegation of regulatory authority may seem unyielding, it is expansive to provide Health Officers with power to address the specific challenges of their community and to adapt as new

[36] NH RSA 147:7-b

[37] NH RSA 502-A:14

challenges arise. Likewise the enforcement procedures required by the state may seem detailed, but they provide the due process needed to balance the rights of the individuals with the public health concerns of the community.

LEGAL RESOURCE SECTION

For further research, we have provided links to the relevant New Hampshire code, a sample of Local New Hampshire Ordinances, and a sample of nuisance ordinances from other states.

1. New Hampshire Public Nuisance Code
   http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-X-147.htm

2. Sample New Hampshire Nuisance Ordinances

   a. City of Portsmouth
      http://www.cityofportsmouth.com/cityclerk/ordinances/Chapter3.pdf

   b. Claremont City

      http://library.municode.com/index.aspx?clientId=12246

   c. Town of Kingston

      http://www.kingstonnh.org/sites/vth-kingston/files/file/file/ordinance_book_titleiii_section1300_article1303_vectorcontrol_04_07_09.pdf

   d. City of Berlin

      http://www.berlinnh.gov/Pages/FV1-000288C9/FV1-000317B8/S00C11EC7

   e. City of Somersworth

      http://www.somersworth.com/uploads/%7B6A358E86-F1E9-48A6-9007-17B2B8618EE5%7D.PDF

3. Sample Nuisance Ordinances from Other States

a. Story County, Iowa

http://www.storycountyiowa.gov/DocumentCenter/Home/View/975

b. Kent County, Michigan

http://www.accesskent.com/Health/Publications/pdfs/Nuisances_Regulations.pdf

c. Borough of Pennington Mercer County, New Jersey
http://www.penningtonboro.org/BOH%20Ordinance%202008-1%20-%20Nuisance%20Code.pdf

d. LaSalle County, Illinois

http://www.lasallecounty.org/hd/eh/pubs/Pbnuisan.pdf

e. Weymouth, Massachusetts
http://www.weymouth.ma.us/CMS200Sample/uploadedfiles/17_Reg_Nuisances.pdf

f. Norfolk, Virginia

http://www.norfolk.gov/index.aspx?nid=1167

g. Clermont County, Ohio
http://www.clermonthealthdistrict.org/NuisanceCompRegulations.pdf

h. Cerro Gordo County, Iowa

http://www.co.cerro-gordo.ia.us/Supervisors/Ordinances/11B_Amended_Nuisance_Ordinance.pdf

i. Model Nuisance Ordinance from Massachusetts Association of Health Boards
http://www.mahb.org/bohregs/nuisance.htm

4. RSA 595-B Administrative Inspection Warrants
   a. Administrative Inspection Warrant Statute
   http://www.gencourt.state.nh.us/rsa/html/LIX/595-B/595-B-mrg.htm

b. Guide To District Court Enforcement of Local Ordinances and Codes
https://www.nh.gov/oep/resource-library/laws-rules-cases/documents/2001-nhba-district-court-enforcement-guide.pdf

c. Sample#1 Petition for an Administrative Inspection Warrant
http://www.nhhealthofficers.org/manual/sample_files/Request_Administrative_Inspection_Warrant.pdf

d. Sample#2 Petition for an Administrative Inspection Warrant
http://www.nhhealthofficers.org/manual/sample_files/Administrative_Inspection_Warrant_DistCrt.pdf

PUBLIC HEALTH RESOURCE SECTION

Airborne Particulates from Outdoor Wood Furnaces

According to the World Health Organization (WHO) and supported by federal agencies that include Centers for Disease Control and Prevention and US Environmental Protection Agency (EPA), fine particulate matter that is generated by wood smoke is associated with a broad spectrum of acute and chronic illness, such as lung cancer and cardiopulmonary disease. According to the EPA, toxins in the wood smoke emissions from outdoor wood furnaces include carbon monoxide; PM2.5; PM10; methane; volatile organic compounds; benzene; sulfur dioxide; nitrogen oxides; ammonia; formaldehyde; acetaldehyde; phenol; naphthalene; cresols; acrolein; 1,3-butadiene; benzopyrene; mercury; and dioxins and furans. The size of the particles is directly linked to their potential for causing health problems. Small particles less than 10 microns in diameter pose the greatest problems, because they can get deep into the lungs, and some may even get into the bloodstream. Among these particles are “fine particles,” which are 2.5 microns in diameter and smaller. These fine particles can affect both your lungs and your heart. Numerous scientific studies have linked particle pollution exposure to a variety of problems, including increased respiratory symptoms, such as irritation of the airways, coughing, or difficulty breathing; decreased lung function; aggravated asthma; development of chronic bronchitis; irregular heartbeat; nonfatal heart attacks; and premature death in people with heart or lung disease. Supporting documentation includes:

Health Effects of Breathing Wood Smoke – U.S. Environmental Protection Agency website. http://www.epa.gov/burnwise/pdfs/woodsmoke_health_effects_jan07.pdf

Biomass smoke exposures: Health outcomes measures and study design – Centers for Disease Control and Prevention. http://www.cdc.gov/nceh/airpollution/airquality/pdfs/mtbiomass_conference_health_outcomes.pdf

The Dangers to Health From Outdoor Wood Furnaces – Environment & Human Health, Inc. http://www.ehhi.org/reports/woodsmoke/woodsmoke_report_ehhi_1010.pdf

Human Health Risks Associated with Particulate Matter in the Ambient Environment – US Environmental Protection Agency. http://www.epa.gov/ncer/science/pm/2008sab/091508summary.html

United States Environmental Protection Agency. (2008 May). Particulate Matter. Retrieved on June 9, 2008 http://www.epa.gov/oar/particlepollution/

Air Trends: Particulate Matter - United States Environmental Protection Agency. (2008 April). http://www.epa.gov/airscience/air-particulatematter.htm

Outdoor Pollution - World Health Organization http://www.who.int/phe/health_topics/outdoorair/en/

Infestation of Pests

The second half of the 20th century and the beginning of our current century have witnessed important changes in ecology, climate and human behavior that favor the development of pests that include rats, mice, cockroaches, fleas, house flies, mosquitos, dust mites and regional habitat of these pests. People can no longer assume that pest-borne diseases are relics of the past. According to the World Health Organization, Centers for Disease Control and Prevention, and the US Environmental Protection Agency, public health risk posed by various pests can include West Nile Virus, Lyme Disease, Histoplasmosis, Hantavirus, Plague, Salmonellosis, Leptospirosis, rat bites, and mouse, dust mite and cockroach allergens that can

trigger Asthma. Health effects associated with increased use of certain pesticides to combat these pests can include eye, nose, and throat irritation, skin rashes, stomach cramps, nausea, central nervous system and kidney damage, and increased risk of cancers. RSA 48-A:14, Housing Standards http://www.gencourt.state.nh.us/rsa/html/III/48-A/48-A-mrg.htm was updated in January 2014 to include inspection and remediation standards for property owner of rental properties infested with insects and rodents. Supporting documentation includes:

Public Health Significance of Urban Pests - World Health Organization
http://www.euro.who.int/__data/assets/pdf_file/0011/98426/E91435.pdf

Sanitation of Standing and Surface Water

Approximately 40 percent of New Hampshire residents rely upon private wells as a primary source of drinking water. Unregulated for portability, these private wells are at risk for high levels of coliform bacteria, radon, arsenic, and chemical contamination. Coliform bacteria, which include fecal bacteria such as *Escherichia coli* (*E. coli*), are microscopic organisms that originate in the intestinal tract of warm-blooded animals and are also present in soil and vegetation. Based on state lab test results from private wells, 19% of private wells indicate the presence of coliform bacteria in private well water. Coliform bacteria, though harmless for many, are a risk for children, pregnant woman, and immuno-compromised people. The presence of coliform Bacteria in well water may indicate other disease-causing bacteria, viruses or parasites (pathogens) of fecal origin are present.

Data from the NH Department of Environmental Services studies indicate that 1 in 5 bedrock wells in the state are likely to exceed the revised and more stringent US Environmental Protection Agency (EPA) arsenic drinking water standard of 0.010 milligrams per liter (mg/L). Further study by the United States Geologic Survey found a positive correlation between the prevalence of private well use and bladder cancer mortality rates in the region. Bladder cancer rates in New Hampshire are 29% above the national average and are increasing over time.

Standing water plays a critical role in the spread of insect-borne diseases because many insects, such as mosquitos, breed around water. Infected insects can transmit deadly disease to humans through their bite, such as malaria, dengue fever, and West Nile virus. According to the Center for Disease Control and Prevention, worldwide, over one million people die each year

due to mosquito-borne diseases. New Hampshire is especially vulnerable to West Nile virus, and Eastern Equine Encephalitis virus (EEE). EEE is transmitted to humans by the bite of an infected mosquito. Adult mosquitos make their home in weeds, tall grass, and bushes and they lay their eggs in standing water. Unkempt pools, hot tubes, lawn ornaments, tires, tin cans, roof gutters, wheel barrows, and un-aerated garden ponds present attractive places for mosquitos to lay eggs. As New Hampshire's climate continues to transition to warmer temperatures with increased precipitation and severe weather events, we can anticipate local flooding that will lead to water damaged properties. This will directly impact the number of mosquitoes and other insects that breed around standing water collecting in containers, potentially creating high-risk environments for disease.

RSA 48-A:14, Housing Standards http://www.gencourt.state.nh.us/rsa/html/III/48-A/48-A-mrg.htm prohibits defective internal plumbing or back up of sewerage caused by faulty septic or sewerage system. Supporting documentation includes:

RSA 147, Nuisances; Toilets; Drains; Expectoration; Rubbish And Waste - http://www.gencourt.state.nh.us/rsa/html/NHTOC/NHTOC-X-147.htm

Global WASH-Related Diseases and Contaminants, Center for Disease Control and Prevention, http://www.cdc.gov/healthywater/wash_diseases.html

Vector or Insect-borne Diseases Associated with Water - Center for Disease Control and Prevention, http://www.cdc.gov/healthywater/wash_diseases.html#vector

Water-related Diseases, Contaminants, and Injuries by Type - Centers for Disease Control & Prevention, http://www.cdc.gov/healthywater/disease/type.html

Sanitation & Hygiene - Centers for Disease Control & Prevention, http://www.cdc.gov/healthywater/global/sanitation/index.html

Public Health Consequences of a Flood Disaster - US Environmental Protection Agency, Iowa, 1993, http://www.cdc.gov/mmwr/preview/mmwrhtml/00021451.htm

Waters (by type) - US Environmental Protection Agency, http://water.epa.gov/type/

Publications of water, sanitation and health - World Health Organization, http://www.who.int/water_sanitation_health/publications/en/

Before the Swarm, Guidelines for the Emergency Management of Mosquito-Borne Disease Outbreaks - The Association of State and Territorial Health Officials (ASTHO) http://www.astho.org/Programs/Environmental-Health/Natural-Environment/Before-the-Swarm/

West Nile Virus – Centers for Disease Control and Prevention http://www.cdc.gov/westnile/index.html

Lyme Disease – Centers for Disease Control and Prevention http://www.cdc.gov/lyme/

Arsenic Information - NH Department of Environmental Services - http://des.nh.gov/organization/divisions/water/dwgb/capacity/arsenic.htm

Moisture and Mold

According to the Centers for Disease Control and Prevention, the World Health Organization, Occupational Safety and Health Administration and the American College of Occupational and Environmental Medicine, the growth of molds in home, school, and office environments has been cited as the cause of a wide variety of human ailments and disabilities. Molds and other fungi may adversely affect human health through three processes: 1) allergy; 2) infection; or 3) toxicity. Microbial pollution is a key element of indoor air pollution. It is caused by hundreds of species of bacteria and fungi, in particular filamentous fungi (mold), growing indoors when there is high air humidity, condensation and water damage. These moist conditions promote the survival and growth of dust mites and fungi, resulting in increased exposure to mite and fungal allergens and fungal toxins and irritants. Damp indoor environments may also contain bacteria, bacterial endotoxins and other microorganisms.

According to the Division of Public Health Asthma Control Program, New Hampshire has consistently seen one of the highest adult prevalence rates of current asthma in the country.. Approximately 114,000 adults (11%) and 28,000 children (10.6%) in the state have asthma. For a small state with a population of 1,323,459 (2013 Census), by any measure, this is significant.

Each year, an average of eight New Hampshire residents die from asthma. Moisture and mold in the home is known to make asthma worse and can trigger an asthma attack. According to the 2011 - 2012 Adult Asthma Call Back Survey, 13% of adults reporting having seen or smelled mold in the past 20 days. People with chronic lung illnesses, such as obstructive lung disease, are at higher risk to develop mold infections in their lungs.

In 2004 the Institute of Medicine (IOM) found there was sufficient evidence to link indoor exposure to mold with upper respiratory tract symptoms, cough, and wheeze in otherwise healthy people; with asthma symptoms in people with asthma; and with hypersensitivity pneumonitis in individuals susceptible to that immune-mediated condition. The IOM also found limited or suggestive evidence linking indoor mold exposure and respiratory illness in otherwise healthy children. The most important means for avoiding adverse health effects is the prevention (or minimization) of persistent dampness and microbial growth on interior surfaces and in building structures.

RSA 48-A:14, Housing Standards http://www.gencourt.state.nh.us/rsa/html/III/48-A/48-A-mrg.htm prohibits roofs, and wall that leak consistently. It also prohibits defective internal plumbing, and floors, walls, or ceilings with substantial holes. Supporting documentation includes:

Mold - Center for Disease Control and Prevention, http://www.cdc.gov/mold/basics.htm

WHO Guidelines for Indoor Air Quality: Dampness and Mould - World Health Organization, http://www.euro.who.int/__data/assets/pdf_file/0017/43325/E92645.pdf

Adverse Human Health Effects Associated with Molds in the Indoor Environment, American College of Occupational and Environmental Medicine - http://www.acoem.org/AdverseHumanHealthEffects_Molds.aspx

Mold, Occupational Safety and Health Administration - https://www.osha.gov/SLTC/molds/

Unsanitary Living Conditions

The role of housing as a contributor to health has been known for decades. In the early 1800s, the relationship between housing conditions and health was recognized among public health practitioners in the United States and Europe and led to the sanitary reform movement.

Fast forward 100 years and partners from the U.S. Department of Housing and Urban Development (HUD); Department of Energy; Centers for Disease Control; Environmental Protection Agency (EPA); U.S. Department of Agriculture (USDA), US Surgeon General, National Institute of Environmental Health Sciences (NIEHS), and National Institute of Standards and Technology have come together to form the Federal Interagency Healthy Homes Workgroup to establish and champion a comprehensive Federal strategy to promote healthy homes and to support delivery of safe and healthy housing for all.

According to the National Center for Healthy Housing, the costs associated with unhealthy housing is estimated to be in excess of $54.9 billion per year and does not include lost work days from school or work. These costs are associated with lead poisoning, neurobehavioral disorders, asthma, childhood cancer, injury, unsanitary water, fire, and carbon monoxide poisoning. Today's home visiting agencies (i.e. weatherization, visiting nurses, special medical services) are seeing families with a variety of mental wellness issues that can include hoarding, child abuse, elder abuse, unsanitary conditions, animal hoarding, electrical and fire issues. Each one of these issues on their own is unsafe, put them together and they multiply the risks to residents.

RSA 48-A:14, Housing Standards http://www.gencourt.state.nh.us/rsa/html/III/48-A/48-A-mrg.htm is the minimum standards for rental properties in the state of New Hampshire. This standard is the starting point for unsanitary living conditions. Supporting documentation includes:

Healthy Homes, National Center for Healthy Housing - http://www.nchh.org/

Healthy Homes, Center for Disease Control and Prevention - http://www.cdc.gov/healthyplaces/newhealthyhomes.htm

Healthy Homes, US Department of Housing and Urban Development - http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/hhi

Animal Hoarding and Public Health, The Animal Hoarding Research Consortium - http://vet.tufts.edu/hoarding/pubhlth.htm

Management of animal hoarding and other animal cruelty issues,
http://www.nh.gov/humane/documents/animal-cruelty-manual.pdf

Foodborne Illness and Contamination – U.S. Food and Drug Administration,
http://www.fda.gov/Food/FoodborneIllnessContaminants/default.htm

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Jenna Roberts
The State	Name of the Contractor
DocuSigned by: Iain Watt D778BB63F9704C7...	Signed by: Jenna Roberts 0832C589D327462...
Signature of Authorized Representative	Signature of Authorized Representative
Iain Watt	Jenna Roberts
Name of Authorized Representative	Name of Authorized Representative
Director - DPH	Jenna Roberts, CEO
Title of Authorized Representative	Title of Authorized Representative
7/13/2026	7/8/2026
Date	Date

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Date 7/8/2026

IN-PLACE MANAGEMENT

Required Steps to Address Lead Hazards After an Order

In-Place Management (IPM) - is required by law when lead-based substances remain in the unit or building, following lead hazard reduction activities. IPM consists of steps to ensure lead based substances do not become lead exposure hazards. To comply with He-P 1608.16, the Owner *shall*:

- Conduct a visual inspection *at least* 2 times a year (every 6 months)
- Conduct a visual inspection and clean the apartment at tenant turnover
- Conduct a visual inspection at *request of tenant*
- Document and keep records of all inspections for *five years*
- Ensure tenants notify owner of any damaged or deteriorated surfaces
- Respond to damaged or deteriorated paint *within 10 days*
- Wet wash all horizontal surfaces in common areas that are accessible to Children at *least two times a year*

What am I looking for during an in-place management inspection?

Regular wear and tear can damage the lead hazard reduction methods used. When conducting an IPM inspection you will need to become familiar with the risk assessment report.

- Make sure lead-based substances are intact and not damaged, flaking or peeling.
- Look for any conditions that could cause the paint to become damaged, such as water leaks.
- Make sure any areas where lead-based paint was coated with encapsulant remain intact.
- Make sure any surfaces that were enclosed (covered) remain intact and not damaged.

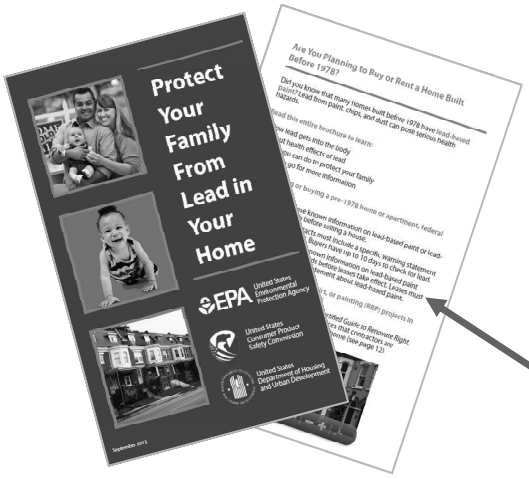
What should I do if surfaces are damaged, or need repair?

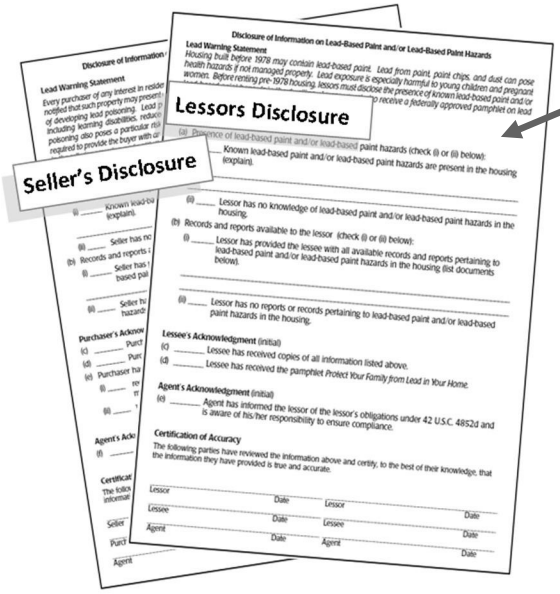
Work that will not disturb the paint, yet prevent it from becoming a hazard can be completed by regular maintenance staff. However, any work that will disturb the paint will need to be conducted following the EPA Renovation, Repair, and Painting Rule, or the NH Administrative Rules (He-P 1600). If you are unclear as to which rules apply, contact your risk assessor, or the NH Lead Poisoning Prevention Program, before you begin.

EPA LEAD DISCLOSURE RULE

What Information Are You Required to Share?

Even after lead hazards have been abated and an Order is closed, you are still required to follow the **EPA/HUD Lead Disclosure Rule**. This FEDERAL law requires owners to provide information on lead-based paint before leasing a unit or selling a building that was built before 1978.





What does the property owner have to do?

When selling or leasing a property, the owners must:

- Disclose knowledge of lead in the home to all prospective tenants or future buyers.
  - Even if hazards were abated, owners must disclose that there *was* a lead paint issue, an Order was generated, and that hazards were abated.
- Provide the tenant/buyer with a copy of the EPA booklet ***Protect Your Family From Lead in Your Home***.
- Provide a written copy of any reports about lead paint in the rental unit or building.
- Attach to the lease agreement a dated Lead Disclosure Form (available on the HHLPPP and EPA website).

The landlord/ seller must retain copies of the signed lead disclosure form.

What rental units/buildings does Lead Disclosure apply to?

- Built before 1978
- One bedroom or larger
- Not restricted to occupancy by elderly and disabled
- Not certified to be lead-free by a certified lead inspector

For more information on the EPA Disclosure Rule visit: http://www2.epa.gov/lead/real-estate-disclosure

Semi-Annual In-Place Management Inspection Form

Unit #

Room	Building Component(s)	Location of Component(s)	Condition of Component(s)

If a component is in poor condition, the specific sites of the cracked/deteriorated paint should be noted.

Date: _____

Signature: _____

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 JJRCONSULTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 10, 2014. 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: **702716**
Certificate Number: **0007936513**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2026.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, _____Jenna Roberts_____, hereby certify that:

1. I am the sole shareholder and director of _____JJRconsulting LLC_____.
(Corporation)

2. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind the corporation. To the extent that there are any limits on my authority to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

3. This authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this certificate.

Dated: __6/11/26_____ _____
(Name of Sole Shareholder and Director)

Docusign Envelope ID: BE263C33-C16C-8630-8242-EFE268A1280E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/5/2026

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 East Coast Global Insurance LLC 217 High St Somersworth NH 03878	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 603-842-5968 **FAX (A/C, No):** 603-842-5971 **E-MAIL ADDRESS:** tammyf@ecgillc.com
INSURED JJRCONS-01 JJRConsulting LLC 27 Park Court Durham NH 03824	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Insurance Company — 25658 **INSURER B :** United States Liability Insurance Company **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 735926393 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			PPP1557777	6/4/2026	6/4/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY 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	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5W044260	2/22/2026	2/22/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
B	Professional Liability			PPP1557777	6/4/2026	6/4/2027	Limit	1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 0330193857

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