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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

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December 18, 2025

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

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, New Hampshire Hospital to enter into Provider Agreements with NH Probate Court appointed independent psychiatrists for the purpose of conducting independent evaluations for nonemergency involuntary admissions for individuals at New Hampshire Hospital, in accordance with RSA 135-C:40, Examination by Psychiatrist; and
- 2) Contingent on approval of Request #1, authorize the Department of Health and Human Services, Division for Behavioral Health, to make unencumbered payments not to exceed \$1,241,000 for all participating NH Probate Court appointed independent psychiatrists.

Both requests shall be effective, upon Governor and Executive Council approval, through June 30, 2027, with the option to renew for up to four (4) additional years. 100% General Funds.

Funds are available in the following accounts for State Fiscal Years 2026 and 2027, 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.

05-95-92-922010-41150000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH - DIV OF, BUREAU OF MENTAL HEALTH SERVICES, COMMITMENT COSTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	550-500398	Assessment And Counseling	92204115	\$325,000
2027	550-500398	Assessment And Counseling	92204115	\$916,000
			Total	\$1,241,000

EXPLANATION

The Department is requesting to enter into the attached Provider Agreement to fund NH Probate Court appointed independent psychiatrists conducting independent evaluations for nonemergency involuntary admissions for individuals at New Hampshire Hospital, in accordance with RSA 135-C:40. The Department has identified provider agreements as the most

comprehensive approach to ensuring secure and timely access to patient information needed to conduct the psychiatric evaluations as well as to standardize payment terms. Providers that are appointed by the NH Probate Court are eligible to participate in this program after completing the Provider Agreement.

The Department is also requesting authority to make unencumbered payments to participating NH Probate Court appointed independent psychiatrists in accordance with the attached Provider Agreement that has been reviewed and approved by the Attorney General's Office.

Individuals who are petitioned for nonemergency involuntary admission to New Hampshire Hospital must be evaluated by an independent psychiatrist appointed by the NH Probate Court, in accordance with RSA 135-C:40. The independent psychiatrist determines whether or not the individual meets the standards for involuntary admission and if involuntary admission is necessary for treatment of the individual.

As referenced in Section 1. Term, 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 Executive Council not authorize this request, the Department will not be able to pay the NH Probate Court appointed independent psychiatrists for conducting independent evaluations for nonemergency involuntary admissions, in accordance with RSA 135-C:40, for individuals at New Hampshire Hospital.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

PROVIDER AGREEMENT

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

1. TERM

- 1.1. This Agreement is effective upon the signature of both parties and the completion date is June 30, 2027, unless terminated earlier in accordance with the terms and conditions in this Agreement. 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.

2. SCOPE OF SERVICES

- 2.1. The Contractor, operating in their role as a NH Probate Court appointed independent psychiatrist, shall provide independent evaluations for nonemergency involuntary admissions, in accordance with RSA 135-C:40, Examination by Psychiatrist, for individuals at New Hampshire Hospital (NHH).
- 2.2. The Contractor shall ensure services include:
 - 2.2.1 Reviewing electronic health records and any other relevant documents needed to complete the independent psychiatric evaluation;
 - 2.2.2 Conducting examinations of subject individuals in-person and/or virtually, as needed;
 - 2.2.3 Interviewing healthcare providers in-person and/or virtually, as needed;
 - 2.2.4 Preparing written reports based on the assessment of the individual, and timely submitting reports to the court via the New Hampshire Judicial Branch identified system;
 - 2.2.5 Reviewing files to prepare testimony; and
 - 2.2.6 Attending hearings as scheduled by the NH Probate Court.

3. FEE SCHEDULE AND PAYMENT CONDITIONS

- 3.1. The Contractor shall complete and submit all required documentation for the services listed in Section 2 above prior to receipt of payment for services.
- 3.2. This Agreement is one of multiple agreements with Contractors providing services to, or on behalf of, individuals at NHH.
- 3.3. This Agreement is funded by:
 - 3.3.1 100% General funds.

- 3.4. The Contractor shall submit an invoice to the applicable Circuit Court Probate Division 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:
 - 3.4.1 Is submitted in a format as provided by or otherwise acceptable to the Department;
 - 3.4.2 Identifies and requests payment in accordance with the terms and conditions of this Agreement;
 - 3.4.3 Includes supporting documentation with each invoice, including, but not limited to, date and purpose of service, patient name, case number, as applicable; and
 - 3.4.4 Is completed, dated and returned to the applicable Circuit Court Probate Division to initiate payment.
- 3.5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation to the Department of Health and Human Services.
- 3.6. The Contractor shall keep detailed records of their contracted services related to Department of Health and Human Services funded programs and services.
- 3.7. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any federal or state law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily provided.

4. DATA MANAGEMENT REQUIREMENTS

- 4.1. The Contractor shall manage all confidential information and confidential data related to this Agreement in accordance with Exhibit A, User Access, Privacy and Security Agreement, which is attached hereto and incorporated by reference herein.

5. CONDITIONAL NATURE OF AGREEMENT

- 5.1. The Contractor acknowledges that this is an Agreement with an aggregate price limitation applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.
- 5.2. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right

to reduce or terminate the services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds in that account are reduced or unavailable.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS

- 6.1. In connection with the performance of the services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to the Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
- 6.2. During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.
- 6.3. No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
- 6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL

- 7.1. The Contractor shall, at its own expense, provide all personnel necessary to perform the services in this Agreement. The Contractor warrants that all personnel engaged in the services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

8. RIGHT OF TERMINATION/EVENT OF DEFAULT

- 8.1. This Agreement may be terminated by either party for any reason by providing a thirty (30) calendar day written notice to the other party.

- 8.2. Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default":
- 8.2.1 Failure to perform the services satisfactorily or on schedule;
 - 8.2.2 Failure to submit any report required hereunder; and/or
 - 8.2.3 Failure to perform any other covenant, term or condition of this Agreement.
- 8.3. Upon the occurrence of any Event of Default, the State may take any of the following actions:
- 8.3.1 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 remedied in a timely manner, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
 - 8.3.2 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;
 - 8.3.3 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
 - 8.3.4 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. WAIVER OF BREACH

- 9.1. The 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 right or to enforce any other or any subsequent breach.

10. CONTRACTOR'S RELATION TO THE STATE

- 10.1. In the performance of this Agreement, the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation, or other emoluments provided by the State to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS

- 11.1. The 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.
- 11.2. For the purposes of paragraph 10.1, 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.
- 11.3. None of the services shall be subcontracted by the Contractor without prior written notice and consent of the State.
- 11.4. 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.

12. INDEMNIFICATION

- 12.1. 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 12. 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 12 shall survive the termination of this Agreement.

13. INSURANCE/WORKERS' COMPENSATION

- 13.1. Professional Liability: The Contractor shall, at its sole expense, obtain and continuously maintain in force, professional liability insurance covering all services to be performed pursuant to this Agreement, in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess, or amounts otherwise approved by the Department. The Contractor shall furnish to the State upon execution of this Agreement a certificate of insurance and shall provide a certificate of insurance for all renewals of insurance required under this Agreement as they occur. The Contractor agrees to notify the Department immediately if such insurance is cancelled or expires during the term of the Agreement for any reason. Certificates of insurance shall require the insurer to give the Department at least thirty days notice prior to cancellation, expiration or any other material change in the policy, and of any claim made pursuant to the policy. Termination of professional liability insurance during the term of the Agreement shall be cause for immediate termination of this Agreement. In the event of

termination of this Agreement under this Paragraph, the Contractor shall reimburse the State for all fees paid and forfeit rights to payment for such matters.

- 13.2. Workers' Compensation: 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. To the extent the Contractor is subject to the requirements of RSA 281-A, Contractor shall provide the State with proof of Workers' Compensation and any renewals thereof. 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.

14. NOTICE

- 14.1. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. CHOICE OF LAW AND FORUM

- 15.1. 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.
- 15.2. 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.

16. THIRD PARTIES

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

17. SEVERABILITY

- 17.1. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

18. ENTIRE AGREEMENT

- 18.1. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Department of Health and Human Services

Name:
Title:
Address:

Date

Contractor Name:
Signatory Name:
Signatory Title:
Address:

Date

Exhibit A

USER ACCESS, PRIVACY AND SECURITY AGREEMENT

This User Access, Privacy and Security Agreement (Agreement) is permissible pursuant to RSA 135-C, 135-C:34 and 135-C:40. This Agreement shall be established to ensure compliance with all applicable state and federal information security, confidentiality and privacy laws.

By receiving approval to access the State of New Hampshire's Network and the Department of Health and Human Services (Department) Avatar NX System, I understand and agree that:

1. In the course of reviewing records and interviewing New Hampshire Hospital (NHH) patients in my capacity as a NH Probate Court appointed independent psychiatrist, I will have access to Confidential Personal and Protected Health Information, as defined in Health Insurance Portability and Accountability Act, Public Law 104-191, and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (Department Confidential Information).
2. The Department Confidential Information to which I will be exposed or will have access to must not be shared outside my role as a NH Probate Court appointed independent psychiatrist.
3. I must comply with all state and federal laws and regulations ensuring the confidentiality and safeguarding of Department Confidential Information, which includes personal identifiable information (PII), personal information (PI) and protected health information (PHI).
4. I may only access NHH's Avatar NX system and medical records for the NHH patients who I am appointed to evaluate in my capacity as a NH Probate Court appointed independent psychiatrist. I must not share, use, post, or otherwise disclose the information.
5. In the event I am exposed to information that I am not entitled to see, or I am inadvertently provided access to information or folders other than my own approved folder(s), I must not share, use, post, or otherwise disclose the information, and I further agree to report any such event to DHHSInformationSecurityOffice@dhhs.nh.gov.
6. It is considered a breach of information security and privacy laws and regulations to use or disclose Department Confidential Information for a use not required for my work as a NH Probate Court appointed independent psychiatrist.
7. I must protect the confidential nature of all information to which I may have access regardless of form (hard copy, electronic, or oral).
8. I must not share my credentials to NHH's electronic health record, Avatar NX, or any information security credentials (user name and password) with anyone and shall maintain my credentials securely. This applies to credentials used to access the site directly or indirectly through a third-party application.
9. I must not share my State of New Hampshire and/or Department information security credentials (user name and password) with anyone, nor try to gain access to the user credentials of another State of New Hampshire system user. This also applies to credentials used to access Department social media, web applications, file hosting, SFTP folders, and other non-state applications directly or indirectly through a third-party application.
10. I must not access the Avatar NX system or State of New Hampshire systems when outside of the contiguous United States.
11. I must not leave my Avatar NX system session or any State of New Hampshire system session unattended and accessible by unauthorized persons or otherwise intentionally allow someone else to use the system once I have logged in.
12. If I have reason to believe that my user identification and password is known or being used by others, I agree to immediately reset my password, then immediately report any such event to DHHSInformationSecurityOffice@dhhs.nh.gov.
13. I must arrange for and complete annual Department Information Security and HIPAA training.
14. If my role or job responsibilities change, or if I leave the employment of my current practice, I must notify the NHH Financial Services Financial Manager, in writing via email at NHHFinancialServices@dhhs.nh.gov at least ten (10) business days prior to the change.
15. Violation of this Agreement may result in the termination of my State of New Hampshire, NHH, and Department system access.

Exhibit A

I understand and agree that this signed Agreement will be retained on file for future reference.

Name: _____ Organization: _____

Signature: _____ Work E-Mail: _____

Job Title: _____ Date: _____

Please return the signed form to NH Hospital Financial Services Financial Manager at 121 So. Fruit St
Concord, NH 03301 or by email NHHFinancialServices@dhhs.nh.gov