ARC

90

JAN 07 2026

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 5, 2025

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 Long Term Supports and Services, to enter into a **Sole Source** contract with Office of Public Guardian (VC#166528-B001), Concord, NH, in the amount of $200,000 for the provision of guardian or conservator services pursuant to RSA 151-E:28 to assist incapacitated adults to transition from hospital settings to less restrictive settings, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2027. 100% General Funds appropriated in House Bill 2 (2025), Chapter 141:433.

Funds are available in the following accounts for SFY 2026 and 2027, with authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-7872, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DLTSS-BUR ADULT & AGING, GRANTS FOR SOCIAL SVC PROG, ADM ON AGING

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Prog Svc	TBD	$100,000
2027	102-500731	Contracts for Prog Svc	TBD	$100,000
			Subtotal	**$200,000**

EXPLANATION

This request is **Sole Source** because RSA 151-E:28 requires the Department to contract with the Office of Public Guardian to provide publicly funded guardianship slots for adults in hospital settings, to assist with their discharge, when all other resources are exhausted.

The purpose of this request is to assist hospitals seeking to support older adults and adults with a disability, as defined in RSA-151 E:24, with discharge from the hospital setting to a less

restrictive setting. The Contractor will provide guardianship services to older adults or adults with a disability who: require a guardian or conservator appointed by the probate court, pursuant to RSA-464-A, and an alternative decision maker to assist with discharge; are deemed incapacitated by a court of competent jurisdiction; and cannot secure guardianship services through any other alternative. The Contract establishes four (4) reimbursable categories of guardianship and associated services, including Hospital Guardianship, Guardian of the Person, Guardian of the Estate, and Fiduciary Services.

At any time, up to fifty (50) individuals may be served, throughout the contract period.

The Department will monitor services by:

- Quarterly review of utilization and performance measures with the Contractor.
- Review of quarterly reports (active, new, and terminated guardianships).
- Review of complaints from individuals receiving guardianship services, provided by the Contractor, within thirty (30) days of receipt, with quarterly reporting obligations on the current status of these complaints.
- Monitoring compliance with Department confidentiality and information security requirements.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up 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 be out of compliance with RSA 151-E:28, and adults who require guardianship services in order to be discharged from a hospital may remain unnecessarily hospitalized, delaying their recovery and access to supports. This would also create capacity challenges for hospitals and increase costs across the healthcare system.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The Contractor is a non-profit organization, and the Department has also confirmed the Contractor is registered and in good standing with the Department of Justice's Charitable Division.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

Subject: SS-2026-DLTSS-04-GUARD-01 - Guardianship Slots for Incapacitated Adults in Hospitals

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 Office of Public Guardian		1.4 Contractor Address 2 Pillsbury St, Suite 400 Concord, NH 03301	
1.5 Contractor Phone Number 603-224-8041	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $200,000
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: Lisabritt Solsky Stevens 92DB8271D7BB459... Date: 12/4/2025		1.12 Name and Title of Contractor Signatory Lisabritt Solsky Stevens CEO	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 1323A24040DF495... Date: 12/4/2025		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
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 74673484494146 0... On: 12/5/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials Initial LS
Date 12/4/2025

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 LS

Date 12/4/2025

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.

Initial

Contractor Initials LS

Date 12/4/2025

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 LS
Date 12/4/2025

New Hampshire Department of Health and Human Services
Guardianship Slots for Incapacitated Adults in Hospitals

EXHIBIT A

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 Governor and Executive Council approval ("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

1. Statement of Work

1.1. Public guardianship services (hereinafter, "Guardianship"), in accordance with RSA 151-E:28 and RSA 464-A, are established through a legal process ordered by the State of New Hampshire through the Circuit Court – Probate Division for older individuals, and individuals with disabilities, each as defined in RSA 151-E:24, (hereinafter, a "Ward"). An employee of the Contractor acting as a guardian through a court order is empowered to make decisions for the Ward in accordance with RSA 464-A and as outlined in the court order.

1.2. The Contractor must provide Guardianship services throughout the State of New Hampshire to individuals referred pursuant to Section 1.1. and as ordered by the Probate Court, in accordance with applicable law and the standards described in this Exhibit. These services are delivered under four (4) defined categories—Hospital Guardianship, Guardian of the Person, Guardian of the Estate, and Fiduciary Services—as further described in Section 1.14. through Section 1.15.4. and reimbursed pursuant to Exhibit C.

1.3. The Contractor must provide public Guardianship services for Wards in collaboration with New Hampshire licensed hospitals only after all other resources are exhausted in accordance with RSA 151-E:28 and RSA 464-A (see Sections 1.6., 1.7. and 1.8., and 1.9. below).

1.4. All referrals for Guardianship services under this Agreement must be directed to and approved by the Bureau of Adult and Aging Services (BAAS). The Department must determine eligibility for assignment of publicly funded Guardianship slots through an approved process. The Contractor must not initiate or accept services under this Agreement without such approval.

1.5. The Contractor must provide public Guardianship services for Wards such that the Ward and the Ward's estate are supported and cared for using the least restrictive form of intervention that meets their long term care and maintenance needs pursuant to RSA 464-A, Guardians and Conservators.

1.6. The Contractor must actively assess each Ward's eligibility for, and pursue enrollment in, alternative payment or fiduciary arrangements whenever such options are available and appropriate, including but not limited to Social Security Administration (SSA) representative payee programs, and other lawful mechanisms for private or third-party payment.

1.7. If the Contractor serves as representative payee for any ward, the Contractor must maintain documentation of representative payee activities consistent with SSA requirements and make such documentation available to the Department upon request for purposes of contract oversight.

1.8. The Contractor must take all necessary and timely actions to transition payment and fiduciary responsibilities from publicly funded Guardianship ser[illegible] to

alternative sources when such sources are identified and are competent to assume responsibility. Publicly funded Guardianship under this Agreement is intended to serve as a payer of last resort, and must not be maintained when a sustainable alternative is available.

1.9. The Contractor must document all efforts to identify and transition to alternative payer sources in each Ward's case record and must include a summary of these efforts in the Contractor's quarterly utilization reports submitted to the Department.

1.10. The Contractor must only provide Guardianship services to hospital-referred individuals upon receiving written approval from BAAS.

1.11. The Contractor must promptly notify BAAS if, during the referral or intake process, there is concern that a Guardianship referral may not be appropriate based on information available. In such circumstances, and in consultation with BAAS, the individual must be referred to the Disability Rights Center – New Hampshire, Inc., New Hampshire Legal Assistance, or another qualified attorney to protect the Wards' due process rights, access to the court system, administrative appeals, and/or other legal remedies.

1.12. If the Contractor receives a referral directly from a New Hampshire licensed hospital, the Contractor must promptly forward it to BAAS for review and approval. During this process, the Contractor must engage with the referring hospital to exchange relevant information, clarify the individual's decision-making needs, and support discharge planning efforts, while ensuring that no Guardianship services are initiated without BAAS approval.

1.13. The Contractor must not be reimbursed by the Department for services in the event the Contractor provides Guardianship services to individuals who are not screened and approved by the Department.

1.14. The Contractor must provide Guardianship services to Wards in accordance with the "Standards of Practice" and "A Model Code of Ethics for Guardians", promulgated by the National Guardianship Association and consistent with all applicable state and federal laws. These services must include:

1.14.1. Exercising decision-making authority;

1.14.2. Advocating for the rights and preferences of the ward; and

1.14.3. Managing affairs in a manner that upholds the ward's dignity, autonomy, and best interests.

Service Categories and Corresponding Rates

1.15. The Department must reimburse the Contractor for Guardianship services under this Agreement, with the rates detailed in Exhibit C, based on four (4) categories of service reflecting the complexity and scope of Guardianship responsibilities:

1.15.1. Hospital Guardianship Services – Services provided to older adults or adults with a disability who need discharge from a hospital setting to a less restrictive setting, as defined in RSA 151-E:28.

1.15.2. Guardian of the Person Services – Services that include decisions over the person and their care, as defined in RSA 464-A:2, VIII.

1.15.3. Guardian of the Estate Services – Services that include management of the estate and related affairs, specifically related to real and personal property, as defined in RSA 464-A:2, IX.

1.15.4. Fiduciary Services – Services provided by a fiduciary overseeing the finances and financial situations of the Ward; such services include management of a ward's financial affairs, including receiving and administering income and benefits, paying obligations, safeguarding assets, maintaining financial records, and making financial decisions in accordance with RSA 464-A.

1.16. Notwithstanding the ethics and standards for guardians cited above in Section 1.14., the Contractor must make quarterly face-to-face visits with the Ward, or more frequent visits as may be required by the needs and circumstances of the Ward, in accordance with the Contractor's accepted practice.

1.17. The Contractor must attempt to have a video conference, or telephone contact if technology for video conference is not available, with the Ward in the instance the Ward is out of the State of New Hampshire for more than six (6) months, and it would not otherwise be feasible for the Contractor to see the Ward face-to-face on the basis outlined in Section 1.16., above.

1.18. The Contractor may suspend face-to-face visits required by Section 1.16., until an alternative plan can be developed that maintains the personal safety of all parties if the Ward exhibits unsafe behavior, is in an unsafe environmental or public health condition, or engages in behavior that poses a credible threat to the health or safety of the Contractor or others.

1.19. In any action brought in Circuit Court - Probate Division to limit or otherwise reduce the scope of a Guardianship over a Ward, the State must be given adequate notice of the hearing to prepare its legal arguments and then may appear with the Contractor where the State, in its sole discretion, decides that it is necessary to present the State's position on the action proposed.

1.20. Notwithstanding the Guardianship services described herein, the Contractor must not provide Wards with any other direct services, which include, but aren't limited to:

1.20.1. Psychotherapy;

1.20.2. Case management;

1.20.3. Transportation;

1.20.4. Financial aid; and

1.20.5. Other social services available through governmental or nonprofit agencies.

1.21. The parties agree that the Contractor and its employees have independent legal responsibilities as guardians under this Agreement to their assigned Wards. As a result, both parties agree that the decisions made on behalf of Wards by guardians appointed under this Agreement must not be directed or influenced by the State.

1.22. The Contractor may provide Guardianship services to individuals other than those who are referred for services pursuant to the Agreement, ensuring:

1.22.1. No funds provided under this Agreement are expended for those purposes; and

1.22.2. Sufficient records, which are subject to the Department's examination, are included and clearly document that the funds received under this Agreement are expended in accordance with this Agreement.

1.23. The Contractor must ensure that Wards are provided the opportunity to participate in consumer satisfaction surveys. Any exceptions must be submitted in writing to BAAS with a justification for why participation is not appropriate in that specific case, and are subject to BAAS review and approval.

1.24. The Contractor agrees that if the performance of services involves the collection, transmission, storage, use, or disposition of data on behalf of the Department — including any substance use disorder (SUD) treatment records subject to 42 CFR Part 2 — the Contractor must comply with all applicable requirements of 42 CFR Part 2 governing the confidentiality, use, and disclosure of such records.

1.25. Guardianship Services

1.25.1. The Contractor agrees that the responsibilities referenced in this Contract are contingent upon the actual authority granted in each individual court order specifying the extent and scope of guardianship for each individual Ward.

1.25.2. The Contractor must make decisions regarding the residential and day placement of each Ward by utilizing:

1.25.2.1. The substituted judgment standard; or

1.25.2.2. What is in the best interests of the individual Ward.

1.25.3. The Contractor must ensure all legally necessary steps are taken to enable the individual Ward to receive comprehensive:

1.25.3.1. Evaluations;

1.25.3.2. Treatment; and

1.25.3.3. Services.

1.25.4. The Contractor must advocate for and request all necessary and appropriate services to which the Ward is entitled in accordance with:

1.25.4.1. The Ward's service and/or care plan;
1.25.4.2. The Ward's expressed preferences or best interests consistent with the Contractor's code of ethics and National Guardianship Association Standards or Practice; and
1.25.4.3. Established Department standards and relevant law, including seeking alternative service providers.

1.25.5. The Contractor must be available to give or withhold consents to proposed care, when legally necessary, which includes, but is not limited to:

1.25.5.1. Medical care.
1.25.5.2. Professional care.
1.25.5.3. Counseling.
1.25.5.4. Treatment.
1.25.5.5. Behavioral health services.
1.25.5.6. Changes to service and/or treatment plans.
1.25.5.7. Other clinically or legally significant treatment plans or services.

1.25.6. The Contractor must ensure that the Ward's civil rights are protected when making decisions on the Ward's behalf and refrain from making decisions that would create an unwarranted intrusion into the life of the Ward.

1.25.7. The Contractor must, when serving as guardian of the Ward's estate, fulfill all duties required by RSA 464-A:26, including acting solely in the Ward's best interests. In circumstances where the Ward owes a debt to the State of New Hampshire, the Contractor must communicate and coordinate with the Department regarding such matters, while ensuring that any actions taken remain consistent with the Contractor's fiduciary obligations and the Ward's legal rights.

1.25.8. The Contractor must remain current on the facts and circumstances that may impact any decisions it makes on behalf of the Wards in its care.

1.25.9. The Contractor must maintain regular contact with each Ward to understand their personal preferences, values, and desires, and to incorporate this information into decision-making to the fullest extent consistent with the Ward's best interests and legal rights.

1.25.10. The Contractor must obtain all available information regarding the Ward or the Ward's situation in order to be fully aware of all r[illegible]nd

benefits of any proposed course of action, as well as any alternatives that may exist when making decisions on behalf of the Ward.

1.25.11. The Contractor, in addition to having required personal contact with the Ward, may:

1.25.11.1. Contact other important and significant people in the Ward's life;

1.25.11.2. Interact with the Ward's case manager; and

1.25.11.3. Interact with others who share responsibility for meeting the needs of the Ward.

1.25.12. The Contractor must accept and investigate all complaints it receives regarding services performed, including the circumstances pertaining to the complaint, and ensure a written response containing the results of the investigation is submitted to the Department no later than thirty (30) days from the date the complaint is received by the Contractor.

1.25.13. The Contractor must submit quarterly reports summarizing any complaints received, actions taken, and any quality improvement activities implemented to mitigate future issues.

1.25.14. The Contractor must provide Guardianship services for up to fifty (50) Wards under this Agreement. The actual number of Wards served at any time will vary based on the type and complexity of guardianship authority ordered by the Court, including whether the Guardian is responsible for personal, fiduciary, and/or estate-related duties. Caseload levels will be monitored by the Department to ensure that the mix of guardianship types remains consistent with the Contractor's capacity and the intent of this Agreement.

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

1.27. Staff Training

1.27.1. The Contractor must ensure staff providing Guardianship services successfully complete a minimum of twenty (20) hours of orientation training.

1.27.2. The Contractor must ensure staff providing Guardianship services successfully complete a minimum of ten (10) hours of continuing education, annually.

1.27.3. The Contractor must maintain documentation of the curriculum, content areas, and learning objectives covered in both orientation and annual continuing education training, and must make such documentation available to BAAS upon request to verify compliance with these training requirements.

1.28. Background Checks

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

1.28.1.1. 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;

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

1.28.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.29. Performance Measures

1.29.1. The Contractor must report, on a quarterly basis, the percentage of Wards served under this Agreement who were discharged from a hospital setting to a less restrictive environment.

1.29.2. The Contractor must submit quarterly utilization reports, including active, new, and terminated Guardianships, and must provide such additional information as reasonably requested by BAAS to ensure accountability.

1.29.3. The Contractor must participate in annual collaboration review activities, which may include surveys or structured feedback from hospitals and BAAS regarding the referral and Guardianship initiation process.

1.30. Reporting

1.30.1. The Contractor must submit quarterly reports to report utilization which include, but are not limited to:

1.30.1.1. Number of Guardianships: Total number of active Guardianships at the beginning and end of the quarter;

1.30.1.2. New Guardianships: Number of new Guardianships initiated during the quarter; and

1.30.1.3. Terminated Guardianships: Number of Guardianships terminated during the quarter with reasons for termination.

1.30.2. The Contractor must provide quarterly reports of all written co[illegible]ts

filed against the Contractor, which includes:

1.30.2.1. A copy of the written complaint;

1.30.2.2. Steps taken to resolve the complaint;

1.30.2.3. The date that the complaint was resolved; and

1.30.2.4. Steps to be taken in the following quarter to mitigate similar complaints from being filed in the future.

1.31. Confidential Data

1.31.1. 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.

1.31.2. The Contractor must ensure any individuals involved in delivering services through this Agreement 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.

1.32. Privacy Impact Assessment

1.32.1. 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:

1.32.1.1. How PII is gathered and stored;

1.32.1.2. Who will have access to PII;

1.32.1.3. How PII will be used in the system;

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

1.32.1.5. Privacy practices.

1.32.2. 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.

1.33. Contract End-of-Life Transition Services

1.33.1. General Requirements

1.33.1.1. 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 must provide the DTP template to the Contractor.

1.33.1.2. 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.

1.33.1.3. 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.

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

1.33.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees 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.

1.33.1.6. 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.

1.33.2. Completion of Transition Services

1.33.2.1. Each service or transition phase must 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.

1.33.2.2. 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.

1.33.3. Disagreement over Transition Services Results.

1.33.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must 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 must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Agreement.

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 Inform 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 a 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, but not limited to 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, but are not limited to:

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

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.

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.
3. The Department shall pay the Contractor a per Ward per day rate, for no more than fifty (50) Wards at any given time, regardless of type of Guardianship service(s) provided in fulfillment of this Agreement in accordance with the rates as follows:
   3.1. The daily rate for the provision of hospital Guardianship services, as approved by the Office of Client and Legal Services for all Division of Long Term Supports and Services' Wards, shall be $14.31 per Ward. This rate will change to the rate specified in Section 3.2. after sixty (60) days of service, or when the Ward is discharged from the hospital, whichever comes first. This rate covers all services except estate services, as indicated below.
      3.1.1. The daily rate for Guardianship over the estate services, if such services are required during the Ward's hospitalization, shall be $3.67 per Ward per day.
   3.2. The daily rate for the provision of Guardianship services over Wards not residing or receiving treatment in a hosptial, which commences upon discharge from the hospital or expiration of the sixty (60) day coverage period referenced in Section 3.1., whichever comes first, as approved by the Office of Client and Legal Services for the Division of Long Term Supports and Services, shall be as follows:
      3.2.1. The daily rate shall be $5.98 per Ward per day for Guardianship over the person services.
      3.2.2. The daily rate shall be $3.67 per Ward per day for Guardianship over the estate services.
      3.2.3. The daily rate shall be $4.49 per Ward per day for Fiduciary services.
      3.2.4. In instances when the Contractor is the guardian over the person, guardian over the estate, and/or providing fiduciary services of a Ward, the Department shall reimburse the Contractor for each service in accordance with 3.2.1., 3.2.2. and 3.2.3., above.

4. The Contractor shall submit an invoice to the Division of Long Term Supports and Services no later than the fifteenth (15th) working day of the month following the month in which the services were provided.

5. Payment to the Contractor for the provision of services requested by the Bureau of Adult and Aging Services (BAAS) shall be made on a monthly basis subject to the following conditions:

   5.1. Submission of invoices on a monthly basis in accordance with procedures and instructions established by the BAAS and provided to the Contractor, including, but not limited to:

      5.1.1. Ensuring each invoice:

         5.1.1.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

         5.1.1.2. Is submitted in a format as provided by, or otherwise acceptable to, the Department.

         5.1.1.3. Identifies and requests payment in accordance with Section 3, above.

         5.1.1.4. Includes supporting documentation with data on individuals served through the agreement, including the daily rate per individual delineated by the Guardianship type provided and time spent on individual Wards.

         5.1.1.5. Is completed, dated and returned to the Department to initiate payment.

         5.1.1.6. Is assigned an electronic signature and is emailed to baasinvoices@dhhs.nh.gov or mailed to:

         Financial Manager
         Department of Health and Human Services
         129 Pleasant Street
         Concord, NH 03301

         5.1.1.7. Submission of a list of Wards served during the month with the monthly invoice.

         5.1.1.8. The Contractor shall provide a copy of the court notice to the Department with the monthly invoice when the Contractor is appointed guardian of a person and/or guardian over the estate and when the Contractor no longer provides Guardianship over the person and/or the estate.

6. The Contractor shall review cases on a monthly basis and transfer individuals to a different funding mechanism, if possible, to allow more openings for additional referrals from BAAS. These reviews shall be submitted to the Department for the quarterly meetings, as referenced in Exhibit B, Scope of Services, Section 1.25.13. and 1.26.
7. The Contractor shall transfer Wards from a BAAS funded slot within sixty (60) days of alternate funding becoming available.
8. The Contractor shall seek reimbursement from other payer sources when providing public Guardianship and protection services as described in Exhibit B, Scope of Services, Section 1.6., and 1.8.
9. 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.
10. 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.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.
12. Audits
    - 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
        - 12.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
        - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
        - 12.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
    - 12.2. If Condition A exists, the Contractor shall 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.

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

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

12.4. 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.

12.5. 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 shall 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.

13. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

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

Initial

Contractor Initials LS

Date 12/4/2025

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.

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.

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.).

Initial

Contractor Initials LS

Date 12/4/2025

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

Initial

Contractor Initials LS

Date 12/4/2025

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.

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;

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

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

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) <u>Obligations and Activities of Business Associate</u>

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

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,

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	Office of Public Guardian
The State	Name of the Contractor
DocuSigned by: Melissa Hardy 1323A24040DF495	Signed by: Lisabritt Solsky Stevens 92D8327ID7BB459
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Lisabritt Solsky Stevens
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	CEO
Title of Authorized Representative	Title of Authorized Representative
12/4/2025	12/4/2025
Date	Date

Initial LS

Contractor Initials _____

Date 12/4/2025

Docusign Envelope ID: 9D4DCEC3-8DBF-4AA4-97A6-4FC91E378F70

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 OFFICE OF PUBLIC GUARDIAN is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1983. 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: **30453**

Certificate Number: **0007167916**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2025.

David M. Scanlan
Secretary of State

Filing History

Back to Home (/online)

Business Name	Business ID
OFFICE OF PUBLIC GUARDIAN	30453

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0007298873	10/03/2025	10/03/2025	Change of Officer/Director	N/A
0007017691	01/23/2025	01/23/2025	Nonprofit Report	2025
0006820097	12/16/2024	12/16/2024	Change of Officer/Director	N/A
0004951106	07/08/2020	07/08/2020	Nonprofit Report	2020
0004766895	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0004521390	05/30/2019	05/30/2019	Tradename D/B/A Expiration Notice	N/A
0003032205	01/20/2015	01/20/2015	Annual Report	2015
0000450665	04/15/2011	04/15/2011	Reinstatement	2010
0000450664	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0000450663	10/08/2010	10/08/2010	Reminder Letter	N/A
0000450662	05/12/2005	05/12/2005	Annual Report	2005
0000450661	10/23/2000	10/23/2000	Annual Report	2000
0000450660	03/17/1995	03/17/1995	Annual Report	1995
0000450659	10/08/1990	10/08/1990	Annual Report	1990
0000450658	07/14/1983	07/14/1983	Business Formation	N/A

Page 1 of 1, records 1 to 15 of 15

Back

© 2022 State of New Hampshire.

CERTIFICATE OF AUTHORITY

I, Judith K. Jones, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Office of Public Guardian
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on November 18, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lisabnth Sokky Stevens CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Office of Public Guardian to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11/18/2025

Signature of Elected Officer
Name: Judith K. Jones
Title: Chair of Board.

Docusign Envelope ID: 9D4DCEC3-8DBF-4AA4-97A6-4FC91E378F70

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/24/2025

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
Arthur J. Gallagher Risk Management Services, LLC
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

License#: 0D69293

CONTACT NAME: Rachel Giunta
PHONE (A/C, No, Ext): 800-238-3840 FAX (A/C, No): 603-224-8012
E-MAIL ADDRESS: Rachel_Giunta@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Eastern Alliance Insurance Company	10724
INSURER D : Allied World Assurance Company Ltd	
INSURER E : Everest Indemnity Insurance Company	10851
INSURER F :	

INSURED
Office of Public Guardian
2 Pillsbury Street
Suite 400
Concord NH 03301

OFFIOFP-03

COVERAGES **CERTIFICATE NUMBER:** 1382671261 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZS(26)59482402	2/5/2025	2/5/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / X PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BZS(26)59482402	2/5/2025	2/5/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			USO(26)59482402	2/5/2025	2/5/2026	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01-0000124869-05	8/30/2024	8/30/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Errors & Omissions			0311-7133	2/5/2025	2/5/2026	Per Occ/$1,000 Ded	2,000,000
E	Crime			25-110012618	2/5/2025	2/5/2026	Claim Made Retro Date / Employee Dishonesty	02/11/2016 / $4,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
3A State: NH Excluded: Michael Fuerst, Raymond Bower & Roger Jobin.
Covering operations usual to insured throughout the policy term.

CERTIFICATE HOLDER

State of NH
Dept. of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 9D4DCEC3-8DBF-4AA4-97A6-4FC91E378F70

Insurer: Allied Eastern Indemnity Company

Policy Number:003-0000124869-2025A
Previous Policy:003-0000124869-2024A

Workers Compensation and Employers Liability Policy Information Page

(1) **Name and Mailing Address of the Insured:** Office of Public Guardian 2 Pillsbury Street Suite 400 Concord, NH 03301-3523	**Agency:** The Rowley Agency Inc PO Box 511 Concord, NH 03302 **Agency Code:** 6742

See Named Insureds – Extension of Information Page

Fed ID Number: 22-2474801
Bureau ID Number: 280170771

Legal Entity: Non-Profit Corporation
NCCI Company Number: 41851

Other workplaces: **See Additional Locations – Extension of Information Page**

(2) **Policy Period:** From 8/30/2025 to 8/30/2026, 12:01 a.m. standard time at the insured's mailing address.

(3) **Coverage:**

A. Workers Compensation Insurance: Part One of this policy applies to the Workers Compensation Law of the following states: NH

B. Employers Liability Insurance: Part Two of this policy applies to work in each of the states listed in item (3)A. The limits of our liability under Part Two are as follows:

Bodily Injury by Accident - each accident	$500,000
Bodily Injury by Disease - policy limit	$500,000
Bodily Injury by Disease - each employee	$500,000

C. Other States' Insurance: Part Three of this policy applies to the states, if any, listed here: ALL STATES EXCEPT ND, OH, WA, WY and the states designated in 3.A. of the information page.

D. This policy includes the following forms and endorsements:

See Listing of Endorsements – Extension of Information Page

(4) The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

False

See Schedule of Operations – Extension of Information Page

Minimum Premium $735
Expense Constant $160

Total Estimated Annual Premium $24,003

Countersigned by: _____

NONPROFIT COVER SHEET

A. Entity Name: Office of Public Guardian

B. Entity's Contact Information for Records Requests (e.g., resumes of key personnel; audited financial statements):

Lisabritt Solsky Stevens

C. List Board of Directors and Affiliations

Name (Identify any additional role(s) in Parentheses)	Affiliations
E.g., John Doe (President)	
Judith Jones Esq Chair	New Futures
Susan Cokey Treasurer	Retired
Doris Lotz MD Vice Chair	Retired
Bob Mugan	Bank of NH
Nina Gardner	Retired
Mike Palmieri	Haverwood Heritage Heights
Joseph Lascasze	Sentencing Project
Jim Bouley	Bouley + Dennehy

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached)**:**

Name	Role	Annual Salary	Amount Paid From This Contract
Lisabritt Solsky Stevens	CEO	$190,000	-0-
*Jane Tewksbury	COO	$143,617	-0-
Teresa Gustavson	VP Guardian Svc	$113,300	-0-
Amy Walsh	VP Fiduciary Svc	$125,000	-0-

*OPGis FY is July-June. These funds were not included in the FY26 budget.

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

[X] The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**

[ ] The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

_____

_____

_____

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

[X] is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**

[ ] is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**

[ ] is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf

3122	Office of Public Guardian	2 Pillsbury Street, Suite 400	Concord	NH	03301-3549	G	5/14/2026

FINANCIAL DISCLOSURES

G. Check one the following:

[X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**

[ ] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**

[ ] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization's most recently completed fiscal year:

1. INCOME STATEMENT

Revenue		Expenses	
Grants	$	*Compensation of officers, directors, and key personnel*	$
Donations	$	*Other salaries & wages*	$
Program Services Revenue	$	*Payroll taxes & employee benefits*	$
Interest & Dividends	$	*Occupancy, rent, utilities, and insurance*	$
All other Revenue	$	*Printing, publications, postage, office supplies, and IT*	$
Total Revenue	$	*All other expenses*	$
		Total Expenses	$

2. BALANCE SHEET

Assets	
Cash & Equivalents	$
Investments	$
Real Estate (less any depreciation)	$
Other Property & Equipment (less any depreciation)	$
Pledges, grants, accounts receivable	$
All other assets	$
Total Assets	$

Liabilities	
Accounts Payable	$
Loans Payable	$
All other liabilities	$
Total Liabilities	$

OPG Mission Statement

The OPG Articles of Agreement and By-Laws articulate the following objectives and mission:

This corporation is created for the following reasons:

A. The provision of guardianship, co-guardianship and conservatorship services for individuals found to be legally incapacitated pursuant to N.H. RSA 464-A and other applicable statutes.

B. To be designated as the Public Guardianship and Protection Program pursuant to N.H. RSA 547-B.

C. The provision of protective services, other than guardianship services that are consistent with the intent of N.H. RSA 464-A. Such protective services may include, but not be limited to, power of attorney, client representative, or services as a representative or protective payee.

D. The provision of guardianship and other fiduciary services to minors.

E. The provision of private fiduciary services.

The mission statement expresses OPG's already well established philosophy as follows:

"It is the goal of this corporation to protect the legal and human rights and civil liberties of all individuals it serves by exercising the highest ethical standards in decision making on behalf of others and by ensuring that the individual dignity of its clients is respected."

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

A For the 2023 calendar year, or tax year beginning 07/01/23 , and ending 06/30/24

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C Name of organization: Office of Public Guardian
Doing business as
Number and street (or P.O. box if mail is not delivered to street address): 2 Pillsbury Street
Room/suite
City or town, state or province, country, and ZIP or foreign postal code: Concord NH 03301

D Employer identification number: 22-2474801
E Telephone number: 603-224-8041
G Gross receipts$ 5,510,656

F Name and address of principal officer:
Michael Palmieri
2 Pillsbury Street
Concord NH 03301

H(a) Is this a group return for subordinates? [ ] Yes [X] No
H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. See instructions

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: www.opgnh.org

H(c) Group exemption number

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other

L Year of formation: 1983

M State of legal domicile: NH

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities:
To provide guardianship to individuals who are legally incapacitated.

2 Check this box [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3 Number of voting members of the governing body (Part VI, line 1a)	3	8
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	8
5 Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	51
6 Total number of volunteers (estimate if necessary)	6	0
7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

	Prior Year	Current Year
Revenue		
8 Contributions and grants (Part VIII, line 1h)		0
9 Program service revenue (Part VIII, line 2g)	5,012,734	5,483,531
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	5,970	23,019
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	3,070	4,106
12 Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	5,021,774	5,510,656
Expenses		
13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	4,331,513	4,671,116
16a Professional fundraising fees (Part IX, column (A), line 11e)		0
b Total fundraising expenses (Part IX, column (D), line 25) 0		
17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	636,975	729,443
18 Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	4,968,488	5,400,559
19 Revenue less expenses. Subtract line 18 from line 12	53,286	110,097
	Beginning of Current Year	**End of Year**
Net Assets or Fund Balances		
20 Total assets (Part X, line 16)	2,320,563	2,460,407
21 Total liabilities (Part X, line 26)	814,317	844,064
22 Net assets or fund balances. Subtract line 21 from line 20	1,506,246	1,616,343

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here
Signature of officer — Date
Lisabritt Solsky Stevens CEO
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [ ] if self-employed	PTIN
Gary G. Boisvert	Gary G. Boisvert	05/15/25		P01695727

Firm's name: Vachon Clukay & Company PC — Firm's EIN: 02-0400031
Firm's address: 608 Chestnut St, Manchester, NH 03104 — Phone no. 603-622-7070

May the IRS discuss this return with the preparer shown above? See instructions [ ] Yes [ ] No

LISABRITT **SOLSKY STEVENS, JD, CHIE**

Trusted public sector executive leader specializing in healthcare, equity and the intersectional holistic health needs of individuals and families. Expertise in program design, implementation, and oversight. Recognized for process improvement and operational effectiveness within financially constrained enterprises. Data-driven decision maker skilled in relationship building. Valued for building dynamic and loyal teams that achieve superior, collaborative results for constituencies. Best suited for mission driven organizations.

EXPERTISE

- Strong New Hampshire public sector relationships
- Organizational strategy
- Policy development
- Government regulation & compliance
- Managed Care Operations
- Deep Medicaid service, eligibility and finance knowledge
- Government affairs
- State budgeting

EXPERIENCE

OCTOBER 2021 – PRESENT

CHIEF GOVERNMENT RELATIONS & COMPLIANCE OFFICER, EASTERSEALS NEW HAMPSHIRE/VERMONT/FARNUM

Reporting to the CEO and responsible for managing government relations for Easterseals NH/VT/Farnum requiring policy and budget expertise in the 14 distinct programs serving individuals of all ages with disabilities including veterans, individuals with substance misuse disorder, as well as Vermont child welfare programs. Implemented a comprehensive compliance program befitting of a $100M+ healthcare and social service organization and oversee ongoing compliance operations. Responsible for contract management including negotiations with many state and commercial payors. Serve as primary liaison with external legal counsel. ACCOMPLISHMENTS: Successfully negotiated increased payor contracts with state's largest commercial carrier; successfully negotiated dramatic increase in program funding; participated in advocacy coalitions that yielded a state budget with the largest investment in safety net programs in a generation; created centralized contracting function including launch of contract lifecycle management technology; authored countless policies and procedures.

JUNE 2020-OCTOBER 2021

VICE PRESIDENT OF STRATEGY AND CORPORATE DEVELOPMENT, GRANITE STATE INDEPENDENT LIVING

Reporting to the CEO and responsible for creating multi-faceted roadmap for non-profit modernity and sustainability at the state's only Center for Independent Living that provides comprehensive services to individuals who experience disability. Portfolio included strategic business development, advocacy, fundraising, events, donor management and communications. ACCOMPLISHMENTS: Procured multiple grants in first several months of tenure totalling $100k; Oversaw acquisition of new business enterprise; Managed website overhaul and redesign; Supported other departments in collecting, analyzing and using data to drive decisions; Secured

place in Business Development Learning Collaborative through NCIL; Wrote corporate COVID-19 policy.

MARCH 2015 – SEPTEMBER 2019

EXECUTIVE DIRECTOR, WELL SENSE HEALTH PLAN

Reporting to the CEO, this role is the most senior position on the ground, leading day-to-day operations of the state's largest and only not-for-profit Medicaid managed care organization. Maintained corporate relationships with government, regulators, thought leaders, legislators, community organizations, vendors and healthcare providers and systems. Set and implemented health plan strategy consistent with corporate financial and performance goals. Served on corporate executive team with chiefs. Led office of 65 employees across clinical, provider, operations, compliance and customer care domains.

ACCOMPLISHMENTS: Co-led successful drafting and submission of bid for second five-year, $400M contract; established strategic partnerships with Families In Transition/New Horizons; advised legislative commission that reauthorized Medicaid adult expansion; rated a Best Company to Work For by Business NH Magazine 2017 and 2018, and number one female led not-for-profit by Business NH Magazine 2016.

MARCH 2000 – FEBRUARY 2015

DEPUTY MEDICAID DIRECTOR, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Served for seven years as **Deputy Medicaid Director** managing a portfolio that included managed care operations, data & analytics, health planning & research, State Plan & policy, government affairs, provider relations, member services and Children's Health Insurance Program (CHIP). Led team of 8-9 direct reports and supported Medicaid Director and Commissioner.

For eight years prior, served as **General Counsel and Administrator** in Division of Family Assistance, Estate Recovery, Office of Reimbursements and Administrative Rules Unit, providing policy support for programs of public assistance, managing an active probate and trust practice, and overseeing adoption of all departmental regulations.

ACCOMPLISHMENTS: successfully transformed the CHIP program to an MCHIP, saving the state millions of dollars while simultaneously expanding the breadth and depth of coverage for low-income children, launched the state's first mandatory Medicaid managed care program, oversaw publication of scholarly research on the health of New Hampshire's most vulnerable citizens.

1997 – 2000

STAFF ATTORNEY, MERRIMACK VALLEY LEGAL SERVICES

1996 – 1997

LEGAL ADVOCATE & VOLUNTEER COORDINATOR, DOVE, INC.

EDUCATION

JURIS DOCTOR, UNIVERSITY OF THE DISTRICT OF COLUMBIA, DAVID A. CLARKE SCHOOL OF LAW

One of the nation's only public interest law schools and an HBCU.

BACHELOR OF ARTS, UNIVERSITY OF MASSACHUSETTS, AMHERST

Major in English, minor in Women's Studies. Participated in National Student Exchange Program. Lived and worked in fully functioning co-operative dormitory; served on dorm house council for 3 semesters.

DISTINCTIONS

Member Massachusetts Bar Association (retired)
Member New Hampshire Bar Association (inactive)
Earned America's Health Insurance Plans Certified Health Insurance Executive credential (2016)
Business NH Magazine Top Woman-Led Business recognition (2016)
Business NH Magazine Best Company to Work For (2017 & 2018)
Business and Industry Association "Above and Beyond Award" recipient (2011)
Manchester Union Leader 40 Under Forty honoree (2010)
Leadership New Hampshire (2008)

CIVIC ENGAGEMENT

Member New Hampshire Governor's Interagency Council on Homelessness (2018-2021)
Board of Directors, New Hampshire Public Health Association (2020 to 2022)
NH COVID-19 Equity Task Force (2020-2022) lead "Justice Involved" Workgroup promoting needs/interests of incarcerated people vis-à-vis COVID-19
Board of Directors, NH Women's Foundation F/K/A Women's Initiative (2010 – 2015)
Leadership NH Selection Committee (2014 – 2018)
NH Bar Association Lawyer & Judge In Every School (2006, 2007)

JANE TEWKSBURY

EXECUTIVE PROFILE

Dynamic, versatile, senior-level executive professional with more than 25 years of managerial experience spent successfully achieving business goals using leadership acumen. Recently became a member of the New England Society of Association Executives, reinforcing a passion for executive management excellence while broadening business skill set. In search of a challenging role within a company that will call upon a diverse, transferable skill set resulting in added value to the organization.

PROFESSIONAL SKILLS

- Strong interpersonal, organizational and leadership skills.
- Human resource specialist focusing on recruitment, conflict management and providing guidance to employees.
- Incorporates conscious leadership philosophy through active listening, collaboration and implementation to effectively serve as an empathetic workplace mentor to enhance employee adaptability, productivity and engagement.
- Superior attention to detail to excel in deadline-driven settings.
- Implements change in conjunction with organizational initiatives to improve performance, productivity and team cohesiveness.
- Exemplifies passion, idealism, integrity, positive attitude and transparency.

CAREER HIGHLIGHTS

- **Employee Development**: Oversaw Sodexo, Page Belting, BIA and NHMS's employees including recruiting, hiring, training and reviewing performance for highly skilled individuals and teams. Worked in collaboration with key team members to execute internal organizational restructuring.
- **Leadership**: Trained management on trend awareness and performance improvement through targeted consultations and spearheaded various human resource projects and initiatives to ensure compliance.
- **Networking Relationship Building**: Successfully established countless contacts that fostered mutually beneficial long-term relationships with individuals both in New Hampshire and nationwide.
- **Strategic Planning**: Instrumental in evolving the BIA and NHMS in order to achieve organizational growth goals; identified employee inefficiencies and implemented optimized procedures to maximize resources.
- **Organizational Behavior**: Effectively serves as a link between managers and employees by handling inquiries, interpreting and administering contracts, and helping resolve work related conflict to promote a positive work environment
- **Financial Governance**: Created and implemented operable fiscal year budgets at Sodexo, BIA and NHMS; monitored compliance to ensure maximum profitability and identified ways to cut costs without falling short on expectations.

PROFESSIONAL HISTORY

NH MEDICAL SOCIETY | *Chief Operating Officer & Interim Executive Vice President, January 2021-Present*
New Hampshire's Physician Association group advocating for the well-being of patients, physicians, and the betterment of public health.

- Provides leadership and overall direction to the NH Medical Society Board of Directors and Bowler-Bartlett Foundation.
- Assess internal and external inquiries directed to the NH Medical Society to determine proper course of action.
- Responsible for fostering a team-oriented work environment and making personnel decisions necessary to accommodate growth and strategic planning objectives to improve company vision and culture.
- Oversees compliance in areas including all day-to-day operations, finance, and human resources functions.
- Manages deployment of staffing and vendor resources including contract negotiation, contract evaluation and coordinating vendor services.
- Collaborates with Board of Directors and stakeholders to raise capital and create expansion strategies.
- Actively administers grant funded initiatives ensuring program and audit compliance.
- Responsible for monthly financial statements, bank reconciliation and annual external audit.
- Enforces adherence to legal guidelines and in-house policies while maintaining business ethics and ensuring proper governance.

BUSINESS & INDUSTRY ASSOCIATION OF NH | *Senior VP of Operations & Finance, 2008-December 2021*
New Hampshire's Statewide Chamber of Commerce and leading business advocate representing 400 employers with a 90-member executive board of directors.

- Collaborated with the CEO with prioritization, communication and making sound decisions.
- Proactively attended continuing education seminars to stay current on internal and external operational procedures.
- Analyzed data to help formulate solid financial plans to safeguard organizational sustainability.
- Generated revenue stream by coaching staff on effective prospecting and lead development strategies.

- Managed all aspects of accounting including accounts payable & invoicing, accounts receivable & cash postings, collection calls, general ledger entries, monthly reconciliations, budgeting, year-end preparation and assisting with audit.
- Responsible for recruitment, selection and management of all BIA's staff including new hire/termination paperwork & filing; payroll & tax liabilities; workers compensation filing, administration and reporting; maintaining daily schedules, vacation tracking and other employee benefits; annual census reporting for 401(k), 403(b), STD, LTD & ADD; filing 5500 for retirement plan.
- Negotiated lease terms with landlord, I.T. and software contracts, equipment contracts, insurance brokers and other various operational vendors.

PAGE BELTING COMPANY | *Human Resource Manager, 1998-2006*
One of New Hampshire's oldest manufacturing companies employing nearly 100 people.

- Scheduled and conducted interviews; created and approved job offers and salary structures
- Directed human resource functions including recruitment, hiring, training, on-boarding and employee relations
- Ensured compliance with state, federal and local employment laws, as well as company standards, systems and processes
- Provided confidential issue resolution while working with various levels of management
- Trained management on trend awareness and performance in compliance
- Reduced employee turnover through implementation of new incentive program / bonus structure to boost morale and performance
- Proactively coached operations leaders on organizational effectiveness, performance management, engagement and development topics including progressive discipline, reward and recognition, training and workforce diversity

SODEXO | *Operating Manager, 1995-1998*
Sidewalk Café, located in the student union building at Plymouth State University

- Recruited, hired, terminated and mentored college aged students and adults within the Plymouth State community
- Promoted and supported workplace diversity initiatives and created a positive work environment
- Directed daily general operations to ensure employees had appropriate equipment, inventory and resources to operate by Sodexo's standards
- Developed / implemented plans and projects with defined objectives and timetables to support overall strategic plan for upper management

Education & Training

Bachelor of Science in Business Management
Plymouth State University, *Plymouth, NH*
Course Emphasis: Administrative Policy, Interpersonal Relations, and Human Resource Management

Supervision Series Certified
NHTI, *Concord NH*

Leadership Greater Concord Graduate
Greater Concord Chamber of Commerce, *Concord NH*

Community engagement

- Best Buddies - Board of Directors and community advocate (2013-present)
- Champion of the Year, Best Buddies NH (2018)
- Christa McAuliffe School PTO - Board of Directors, Treasurer (2012-2017)
- Concord Babe Ruth - Board of Directors, Treasurer (2016-2020)
- Concord Parks & Recreation - Assistant Coach (2010-2012)
- COPOCO - Board of Directors, Treasurer (2009-2015)
- Greater Concord Chamber of Commerce - Ambassador (2002-2005)
- NHTI - President's Scholarship Fund, "Dancing with the Concord Stars" participant (2016)
- Notary Public for the State of New Hampshire (2008 - present)
- Outstanding Women in Business Nominee, NH Business Magazine (2018)
- Union Leader - 40 Under 40, selection committee (2012-2017)
- Womenade of Concord - Board of Directors, Treasurer (2010-2020)
- YMCA - Board of Directors (2011-2014)

TERESA ANN GUSTAVSON

PROFESSIONAL SUMMARY

Experienced Director of Guardian Services at Office of Public Guardian, adept in strategic planning and fostering strong relationships across departments and with external stakeholders. Excelled in building high-performing teams, enhancing decision-making processes, and implementing effective conflict resolution strategies. Proven track record in collaborative problem-solving and clear communication. Possesses strong desire to continue improving organizational culture, client experience and staff professional development.

SKILLS

- Relationship building within departments and outside stakeholders
- Strong verbal and written communication
- Strong conflict resolution skills
- Strategic planning and collaborative approach to challenges and opportunities within the organization
- Strong decision-making skills both at a supervisory level and practical level as a professional guardian
- Deep knowledge base of the NH service delivery system

WORK HISTORY

07/2007 to Current **Director of Guardian Services**
Office of Public Guardian – Concord, NH

- Developed high-performing guardian teams by providing routine mentorship, guidance, and encouragement for opportunities for professional growth.
- Provided guardian specific goal setting, and performance evaluations for 4 staff guardians.
- Established a culture of respect and job integrity through open communication channels and empowering employees to voice their ideas.
- Advocate of cross-functional collaboration for improved decision-making processes within the organization.

04/2019 to Current **Youth Softball and Basketball Coach**
Hooksett Youth Athletic Association (HYAA) – Hooksett, NH

- Built basic foundational skills while managing the early development challenges that come along with coaching young children.
- Promoted sportsmanship, teamwork, and respect among players both on and off the court.
- Enhanced player skills through personalized coaching and feedback.

09/2004 to 05/2007 **Residential Coordinator**
Harbor Homes, Inc. – Nashua, NH
Assist with the day-to-day needs of 10 adult residents with medical and behavioral health challenges.

Provided Illness Management and Recovery services as reflected in the individual's treatment plan.

Worked closely with local stake holders, including Gateways Community Services and Greater Nashua Mental Health Center, to provide collaborative, wrap-around care for the residents.

EDUCATION

05/2007 **Master of Arts: Clinical Mental Health Counseling**
Rivier University - Nashua, NH

CERTIFICATIONS

- National Certified Guardian since 2008

PROJECTS

Member of the Easter Seals National Alliance Direct Support Professionals Advisory Committee 2023-present

Member of the NH Statewide Reunification Collaborative Team 2016-2017

Oversees in-service research and schedule for guardian department

Currently serves on the OPG Strategic Planning team

AMY WALSH

PROFESSIONAL SUMMARY

Experienced and trusted public service leader with over 27 years of expertise in Medicaid policy, asset evaluation, and financial eligibility-including long term care and spenddown processes. Proven track record in supervising high-performing teams, providing strategic oversight, and ensuring regulatory compliance in complex benefit and financial systems.

Proven record in program training, policy implementation, case management and leadership. Specialized in navigating complex systems, guiding patients, guardians, families and staff through eligibility, asset management, benefit navigation, and reimbursement, while leading successful benefit teams in high-pressure environments.

CORE SKILLS

Staff Supervision & Leadership, Medicaid & Social Security Expertise, Process Improvement, Case Management & Advocacy, Guardianship Collaboration, Public Program Training, Community Resource Referrals, Long-Term Care & Spenddowns, Reimbursement & Benefit Strategies, Interdisciplinary Team Coordination, Development of Benefit tracking system

PROFESSIONAL EXPERIENCE

Supervisor, Benefits and Medicaid team

State of New Hampshire, New Hampshire Hospital – DHHS, Concord, NH | 2012–Present

- Lead and oversee a multidisciplinary team responsible for managing Medicaid applications spenddowns, asset verifications, and other public benefit processes for patients in a state psychiatric hospital.

-Maintain ongoing collaboration with hospital financial management and leadership to align benefit strategies with reimbursement goals and ensure accurate financial planning for patient discharges.

- Provide staff training on all aspects of New Hampshire Medicaid including APTD, Granite Advantage, Choices for Independence, Long-Term Care, spenddowns, and asset evaluation

- Serve as liaison to community mental health centers, payees, guardians, Social Security administration, and social workers to coordinate benefits

- Monitor reimbursement and ensure timely processing to maximize program funding

Social Worker

State of New Hampshire, DHHS, Transitional Housing Services Concord, NH | 2000–2012

-Served as a member of the clinical treatment team and coordinated treatment planning and discharge processes for clients in an outpatient setting

- Oversaw benefits for inpatient populations with complex medical and mental health needs

- Coordinated with Social Security, Medicaid offices, and guardians to ensure benefit continuation and eligibility

- Facilitated discharge planning meetings with the treatment team and guardians; developed long-term benefit plans to ensure continuity of care and financial support post-discharge.

Family Services Specialist

State of New Hampshire, DHHS, Family Assistance Concord, NH | 1998–2000

- Managed a high-volume caseload of individuals and families requiring financial, medical and social service support

- Conducted detailed interviews to determine Medicaid eligibility, including income, assets and spenddown evaluations.

- Collaborated with community agencies, legal representatives, and healthcare providers to coordinate wrap around services

EDUCATION

Bachelor of Science in Education, Psychology Minor

Plymouth State University, Plymouth, NH | 1998

LICENSES & CERTIFICATIONS

- New Hampshire State Certified Public Supervisor