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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MAR 04 2026

NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

February 3, 2026

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** amendment to an existing contract with Achievement Therapy Services, LLC (VC#166337) Laconia, NH to continue to provide physical therapy services for patients at New Hampshire Hospital, by exercising a contract renewal option by increasing the price limitation by \$284,856 from \$284,856 to \$569,712, and extending the completion date from June 30, 2026 to June 30, 2028, effective July 1, 2026, upon Governor and Council approval. 31% General Funds. 69% Other Funds (Provider Fees).

The original contract was approved by Governor and Council on February 21, 2024, item #27.

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

05-95-94-940010-8750 Health and Social Services, Dept. of Health and Human Services, HHS; New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	101-500729	Medical Providers	94053100	\$142,428	\$0	\$142,428
2026	101-500729	Medical Providers	94053100	\$142,428	\$0	\$142,428
2027	101-500729	Medical Providers	94053100	\$0	\$142,428	\$142,428
2028	101-500729	Medical Providers	94053100	\$0	\$142,428	\$142,428
			Total	\$284,856	\$284,856	\$569,712

EXPLANATION

The purpose of this request is to exercise a contract renewal option to continue to provide physical therapy services to individuals admitted to New Hampshire Hospital in order to promote movement, reduce pain, restore function, and prevent disability. This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor has expertise in effectively providing physical therapy for the specialized mental health population at New Hampshire Hospital and modifying approaches to evaluation and treatment in a manner that meets the specialized needs and co-morbidities of individuals in a mental health hospital setting. Additionally, the Contractor meets performance expectations and is fully integrated within the structure and daily routine at New Hampshire Hospital whereas significant additional resources would be required to onboard, train, and oversee services delivered by a new provider that lacks the necessary experience serving the specialized mental health population.

The Contractor will continue to provide approximately 33 hours per week of physical therapy services to individuals admitted to New Hampshire Hospital who demonstrate a medical necessity for services. Physical therapy services provided by the Contractor promote patient recovery and may increase the rate of discharge and discharge options into the community. The Contractor will continue to provide services, in accordance with individual medical orders written by New Hampshire Hospital staff, that enable individuals to achieve improved independence and function; reduce pain and reliance on pain medication; reduce the risk of falling; and slow the progression of, or reverse, disability caused by disease or injury

Approximately 700 individuals will continue to be served annually.

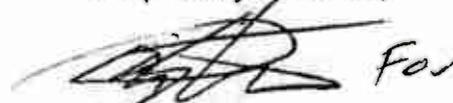
The Department will continue to monitor services through the review of progress and discharge notes, and by overseeing the delivery of services onsite

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for both of the two (2) years available.

Should the Governor and Council not authorize this request, the Department may be unable to support continued physical therapy services to individuals admitted to New Hampshire Hospital, which may slow the rate of discharge; reduce the number of community discharge environments where individuals can live; increase the amount of pain and opioid medication required; and increase the rate of falls, disabilities, medical complications and other services required by individuals.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Physical Therapy Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Achievement Therapy Services, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 21, 2024 (Item # 27), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:
June 30, 2028
2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:
\$569,712
3. Modify Exhibit A - Revisions to Standard Provisions, by adding Subsection 1.6, to read:
1.6 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.
4. Modify Exhibit C, Payment Terms; Section 1., to read:
 1. This Agreement is funded by:
 - 1.1 31.5% General Funds
 - 1.2 68.5% Other Funds (Provider Fees)

All terms and conditions of the Contract modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2026, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/2/2026
Date

DocuSigned by:
Ellen Lapointe
Name: Ellen Lapointe
Title: Chief Executive Officer
Achievement Therapy Services, LLC

1/28/2026
Date

DocuSigned by:
Iwona Szetela-Hecka
Name: Iwona Szetela-Hecka
Title: MANAGER

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/2/2026

Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 "ACHIEVEMENT" THERAPY SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 04, 2007. 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: 575539

Certificate Number: 0007736039



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of January A.D. 2026.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

JAROSLAW HECKA

I, _____, 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 ACHIEVEMENT THERAPY SERVICES LLC _____
(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 January 23 _____, 2026, at which a quorum of the Directors/shareholders were present and voting.
(Date)

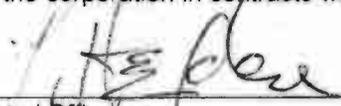
VOTED: That IWONA SZETELA-HECKA _____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ACHIEVEMENT THERAPY SERVICES LLC 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 was **valid thirty (30) days prior to and 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: 1/23/2026 _____



Signature of Elected Officer
Name: JAROSLAW HECKA
Title: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2025

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 AMBA In CA dba Assn Member Benefits & Insurance Agency P.O. Box 14554 Des Moines, IA 50306	CONTACT AMBA NAME: PHONE (A/C, No, Ext): 1-800-375-2764 FAX (A/C, No): 515-506-5089 EMAIL ADDRESS: www.proliability.com														
INSURED Achievement Therapy Service LLC 63 Port Way Laconia, NH 03246	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Underwriters</td> <td style="text-align: center;">19917</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Underwriters	19917	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER: Professional Liability Insurance			AHY-1219978102	12/23/2025	12/23/2026	\$1,000,000 Per Occurrence \$3,000,000 Aggregate

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

CERTIFICATE HOLDER NHDHHS 129 Pleasant Street Concord, NH 03301	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
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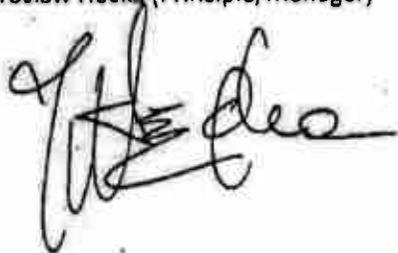
To Whom It May Concern

01/05/24

Achievement Therapy Services LLC has only 2 principal owners and no employees

Sincerely

Jaroslav Hecka (Principle/Manager)

A handwritten signature in black ink, appearing to read 'Jaroslav Hecka', written in a cursive style.