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State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

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LINDSEY B. COURTNEY
Interim Executive Director

HALLIE A. PENTHENY
Director of Finance



May 20, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Liability and Certification (OPLC), Division of Health Professions, to enter into a one-year contract with Parkdale Aftercare LLC (Parkdale), VC#318629, Chesterton, Indiana, in an amount not to exceed \$425,000, to manage and administer the professionals' health program (PHP) for fiscal year 2021, effective July 1, 2020, through June 30, 2021, upon Governor and Council approval. 100% Agency Funds.

Funds are available in the State FY 2021 operating budget as follows:

	FY 2021
01-21-021-215010-24060000 Office of Professional Licensure and Certification	
Division of Health Professions	
531 – 500372 Impaired Programs	\$425,000

EXPLANATION

The Board of Nursing is statutorily required to contract with an organization to operate a PHP for licensees who are impaired by substance use disorder or mental or physical illness. RSA 326-B:36-a, VI. Other health licensing boards within OPLC, including but not limited to the Board of Medicine and Board of Pharmacy, may require licensees whose ability to practice safely is impaired or could reasonably be expected to become impaired by a mental or physical illness, including by substance abuse or disruptive behavior, to participate in a PHP as a condition of continued licensure. The PHP

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develops, administers, and monitors treatment plan contracts with licensees. The PHP may require impaired licensees to obtain care, counseling, or treatment. The PHP monitors the licensee's recovery process, which may include body fluid monitoring, support group programs, and any other related programs or interventions that will help the healthcare professional return to full service in his or her professional capacity. If the licensee violates the contract with the PHP, the PHP reports the licensee to the respective licensing board for possible disciplinary action.

Permitting health licensing boards to refer potentially impaired licensees to the PHP for monitoring is crucial to ensuring public safety, while at the same time providing potentially lifesaving assistance to those professionals who are impaired. After participating successfully in a PHP, many licensees are able to return to work safely.

OPLC advertised for bids on the state's website, as required by RSA 21-G. OPLC received two bids. Parkdale was scored the highest and also offered the lowest price.

Respectfully submitted,



Lindsey B. Courtney
Interim Executive Director

STATE OF NEW HAMPSHIRE
Office of Professional Licensure and Certification
RFP # OPLC 2020:05
Healthcare Professional Monitoring Program for the
Licensees of Health Professions

Company	Company Address	TOTAL 125 Points Maximum
Parkdale Aftercare, LLC	350 Indian Boundary Rd, Chesterton, IN 46304	111.41
New Hampshire Professionals Health Program	PO Box 6274, Amherst, NH 03031	97.78

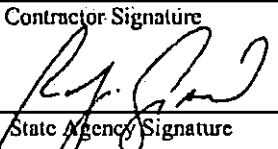
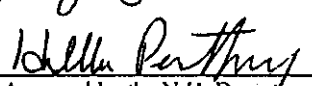
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Parkdale Aftercare, LLC		1.4 Contractor Address 350 Indian Boundary Rd Chesterton, IN 46304	
1.5 Contractor Phone Number (888) 883-8433	1.6 Account Number 01-21-21-24060000 531-500372	1.7 Completion Date 06/30/2021	1.8 Price Limitation \$425,000
1.9 Contracting Officer for State Agency Hallie Pentheny, Director of Finance		1.10 State Agency Telephone Number (603)271-0142	
1.11 Contractor Signature  Date: 5/18/2020		1.12 Name and Title of Contractor Signatory Rodrigo Garcia, Parkdale CEO	
1.13 State Agency Signature  Date: 5-19-20		1.14 Name and Title of State Agency Signatory Hallie Pentheny, Director of Finance	
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: <i>Takmina Rakhmatova</i> On: 5/21/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RG 
 Date 5/18/2020

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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

24. **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.



EXHIBIT "A"
SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in Exhibit A, Scope of Services and, in furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** Once the Contractor is permitted to determine an individual's eligibility for monitoring, the eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Documentation:** The Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Boards request.
3. **Accreditation:** If the Contractor is a Healthcare Professional or a Healthcare Professional is in charge of this program, the following shall be provided to support this contract:
 - 3.1 Provide proof of a NH Health Professional license, which is current, and in good standing, without restrictions.
 - 3.2 Be Board Certified in at least one specialty, if applicable.
 - 3.3 Provide proof of adequate Professional Liability Insurance Coverage.
 - 3.4 Provide proof of Malpractice Insurance.
4. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 4.1 **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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 OPLC, 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 State.
 - 4.2 **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding provision of services and all invoices submitted to the OPLC to obtain payment for such services.
 - 4.3 **Participant Records:** Where appropriate and as prescribed by State and Federal regulations, the Contractor shall retain a participant file on each recipient of services.

- 5 **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services, and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to State laws and regulations regarding the use and disclosure of such information, disclosure may be made to the professional's licensing Board requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Boards or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. The detailed reports of every monitoring conducted pursuant to this section shall be confidential and not subject to RSA 91-A. Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this paragraph shall survive the applicable effective date/completion of services of the Contract.

5/18/2020



EXHIBIT "B"
PERFORMANCE MEASURES AND SCOPE OF SERVICES

Performance Measure #1

Measure: Number of Healthcare Professionals Receiving Services, subcategorized by the type of referral (substance and alcohol abuse/dependence, mental or physical illness, behavioral issues and/or burnout.

Definition: **Numerator** - Number of healthcare professionals enrolled in the program who received services during the reporting month

Denominator - Number of healthcare professionals in New-Hampshire that month*

Data Source: Medical records, clinical encounter data, clinical reports

Performance Measure #2

Measure: Number of Newly-Enrolled Healthcare Professionals by Board Order

Definition: **Numerator** - Number of newly enrolled healthcare professionals enrolled by board order**

Denominator - Number of healthcare professionals enrolled in the program each month*

Data Source: Medical reports, clinical encounter data, clinical reports.

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #3

Measure: Number of Newly-Enrolled Healthcare Professionals by Self-Report

Definition: **Numerator** - Number of newly-enrolled healthcare professionals per month**

Denominator - Number of healthcare professionals enrolled in the

program each month*

Data Source: Medical reports, clinical encounter data, clinical reports

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #4

Measure: Relapse Rate

Definition: **Numerator** - Number of healthcare professionals who initially enrolled in the program and who relapsed into addictive behavior or otherwise violate their contract each year.

Denominator - Number of healthcare professionals enrolled in the program each year*

Data Source: Medical reports, clinical encounter data, clinical reports

Performance Measure #5

Measure: Number of healthcare professionals completing the program successfully

Definition: **Numerator** - Number of healthcare professionals who initially enrolled in the program and completed it successfully.

Denominator - Number of healthcare professionals enrolled in the program each month*

Data Source: Medical reports, clinical encounter data, clinical reports

Performance Measure #6

Measure: Number of Missed Drug Screen and/or Monitoring Activities per month by healthcare professionals in the monitoring program

Definition: **Numerator** - Number of healthcare professionals who missed a drug screen and/or monitoring activity that month.

Denominator - Number of Drug Screen and/or Monitoring Activities that month.

Data Source: Medical reports, clinical encounter data, clinical reports

**The Provider will be given a number of licensees (denominator) for each board at the beginning of the fiscal year to be used for that year. The breakdown should be by Board in total (i.e. Board of Medicine total, Board of Nursing total, etc.)*

***The Provider should not "double count" a newly enrolled mandated professional that was previously voluntary, but the number should be reported in an explanation box.*

****For an estimated number of licensees per board, for sample report development for the proposal, our annual report for FY2019 is posted here: <https://www.oplc.nh.gov/annual-reports/index.htm>. It may contain helpful information.*

Individual board reports shall be provided to each Board Administrator and a consolidated report provided to the Director of Health Professions and the Director of Finance within thirty (30) days after the close of each month.

PROFESSIONALS' HEALTH PROGRAM

The Contractor shall provide a comprehensive monitoring program to The Boards of Medicine, Pharmacy, Dental Examiners, Podiatry, Mental Health, Optometry, Psychology, Veterinary Medicine, LADC, Chiropractic Examiners, Licensed Dietitians, Midwifery and Nursing for Physicians, Physician Assistants, Resident Physicians in Training, Pharmacists, Dentists, Podiatrists, Mental Health Practitioners, Optometrists, Psychologists, Veterinarians, licensees of the Licensed Alcohol and Drug (LADC) Board, Chiropractors, Dietitians, Midwives, and licensees of the Board of Nursing ("Healthcare Professionals") in the State of New Hampshire ("State"), for any impairment from alcohol or substance abuse/dependence, mental or physical illness, behavioral issues and/or burnout and/or behavioral or physical conditions. The State has the sole option to renew this contract for an additional one-year period subject to Governor and Council approval. The services that shall be provided by the Contractor are as follows:

I. General Provisions

The Contractor has a program that is available to all the healthcare professionals licensed in this state and, for the Boards of Dental Examiners and Medicine, all those seeking licensure.

The Contractor shall assist referred Healthcare Professionals in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and/or behavioral problems. Additionally, the contractor shall offer a confidential pathway for those healthcare professionals who recognize the need to self-report and enter into treatment without any perceived penalty or Board involvement (unless they relapse or violate their monitoring agreement in another way).

Programs that investigate reports of a Healthcare Professional's health or impairment problems

shall be a referral resource for Healthcare Professionals with potential health or impairment problems.

The Contractor may develop, administer, and monitor a treatment plan contract with healthcare professionals, which, if violated, shall be reported to both the Board Administrator and Director of Health Professions within two business days of the violation.

The Contractor shall monitor the recovery process, which may include body fluid monitoring, support group programs, and any other related programs that will prepare the referred Healthcare Professional to resume the full practice of their profession.

The Contractor shall provide two hours of continuing education programs in New Hampshire to all healthcare professionals on substance abuse at least once per year.

The Contractor shall make available information to healthcare professionals notifying them of the availability of the program; the dangers of substance abuse; occupational stressors; behavioral issues and mental and/or physical health issues that may impact their ability to function at work on an annual basis.

The Contractor is responsible to the Boards of Medicine, Pharmacy, Dental Examiners, Podiatry, Mental Health, Optometry, Psychology, Veterinary Medicine, LADC, Chiropractic Examiners, Licensed Dietitians, Midwifery and Nursing ("Boards") for all record keeping which the Boards, on a monthly, quarterly and annual basis, shall monitor as well as all other communications necessary to keep the Boards informed of the healthcare professionals and the program.

The Contractor shall carry out the work as described in the Proposal as submitted in response to the request for proposals and approved by the Boards.

Should the referred professional elect a different mode or location of treatment that is deemed unacceptable to the Contractor, the Contractor will notify the Board(s) within two business days. The Boards must approve the alternate mode or location of treatment.

The Contractor shall be required to provide and discuss with the Director of Health Professions and Board Administrators on a quarterly basis, or as requested, to assess progress towards performance measures, clinical quality and, if necessary, administrative function.

II. Hiring of new staff shall be in accordance with the following:

The Contractor shall notify the Boards in writing within 30 days of hire, when a new Medical Director or Assistant Director is hired to work in the program. If the new hire is a licensed physician in this or any other state, notification from the licensee's state must be obtained stating that the professional's license is current and in good standing. It is also required that if the health professional is not licensed in the State of New Hampshire, an application shall be filled out and the license approved by the Board prior to start of employment. The Boards will also require a resume of the new hire.

III. Quality or Performance Improvement (QI/PI)

The Contractor shall submit a Work Plan/Summary of Activity Reporting Form on a monthly basis that accurately details activities, educational presentations, clinical outcomes and continuous quality improvement plans that monitor and evaluate the agency's progress towards achieved goals. This would include forms that demonstrate the number of hours of consultation, referral sources, and the consultation topics and outcomes. Monthly reporting for EACH Board will include but is not limited to:

- Number and source of referrals
- Number of individuals who sign participation agreements
- Types of participation agreements signed including comprehensive evaluation(s), substance/alcohol abuse or dependency, dual diagnosis, mental illness, physical illness/impairment, behavioral issues, and/or burnout
- Number of cases referred to the program by the Board including third party referrals that are participating but pending Board review
- Number of healthcare professional participants referred to the program by Board Order
- Number of self-referred cases closed and reason(s) for closure; number of active cases
- Number of healthcare professional participants employed in the profession
- Number of healthcare professional participants completing the program
- Number of healthcare professional participants who are reported back to the Board for failing to comply with the participation agreement
- Monitoring activities, including number of drug screens requested, refused and conducted with results of these tests
- Monitoring of compliance with contractual treatment intervention(s)

A Quality Improvement (QI) report with relapse statistics and performance measures will be developed and submitted on a monthly basis according to the following criteria:

- The Director of Health Professions or its designee and the Boards shall conduct program monitoring of the contractor and/or sub-contractors, by close examination of the performance basis measures. Program monitoring shall include, but not be limited to, examinations as to whether the results contemplated by the legislature, have been and are being achieved by the contractor and/or sub-contractors and whether such objectives could be obtained more effectively through other means.

EXHIBIT "C"
METHOD AND CONDITIONS PRECEDENT TO PAYMENT

PROFESSIONALS' HEALTH PROGRAM

1. The Contractor shall provide all services, supplies, and equipment pursuant to Exhibit B – Scope of Services.
2. All drug testing, treatment and assessment costs are the responsibility of the Healthcare Professional.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 (on the contract), for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Should total contracted cases decline to less than 35; the monthly award will decline by the percent of contracted cases under 35.
5. Failure to make progress as projected or to revise projections with the Director of Health Professions as stated in Exhibit B may jeopardize the Contractor's current and or future funding. Corrective action may include actions such as contract amendment and/or termination of the contract.
6. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day after the close of each month, which identifies and requests reimbursement for authorized services rendered in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Hallie Pentheny, Director of Finance
Office of Professional Licensure and Certification
121 S. Fruit Street
Concord, NH 03301
accountspayable@oplc.nh.gov

Document reviewed by Rodrigo Garcia on 5/18/2020



May 19, 2020

VIA EMAIL

DAVID CUMMINS

VALPARAISO IN 46383

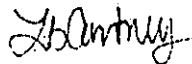
Dear Dr. CUMMINS:

Congratulations! Your Emergency License application for **Physician** has been approved. Your license number is **EL02424**. You are now authorized to practice in New Hampshire pursuant to Executive Order #15 and in accordance with the statutes and rules pertaining to your profession, all of which can be found at the links below:

1. Executive Order #15: <https://www.oplc.nh.gov/covid-19/index.htm>
2. Office of Professional Licensure and Certification Laws and Rules: <https://www.oplc.nh.gov/covid-19/index.htm>
3. Board statutes and rules: <https://www.oplc.nh.gov/index.htm>

Thank you for assisting the Granite State during this State of Emergency. We encourage you to apply for full licensure, which would allow you to continue to practice in New Hampshire once the State of Emergency terminates and your emergency license expires. For further information on how to do so, please see your respective board website located at <https://www.oplc.nh.gov>.

Very truly yours,



Lindsey B. Courtney
Interim Executive Director,
Office of Professional Licensure &
Certification



PARKDAL-02

AHOFFMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/15/2019

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 Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME: PHONE (A/C, No, Ext): (317) 634-7491		FAX (A/C, No): (317) 634-6629
	E-MAIL ADDRESS: corp@gregoryappel.com		
INSURED Parkdale Center, LLC 350 Indian Boundary Rd. Chesterton, IN 46304	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyd's of London Group		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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"/> PROJ <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
A	Professional Liabli			AH100387	9/1/2019	9/1/2020	Occurrence	500,000
A	Professional Liabli			AH100387	9/1/2019	9/1/2020	Aggregate	1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage includes participation in the Indiana Patient's Compensation Fund.
Limits of \$1,000,000 occurrence/\$3,000,000 aggregate apply for acts that fall outside the IN Patient's Compensation Fund.

CERTIFICATE HOLDER

Dave Cummins
 Parkdale Center, LLC
 350 Indian Boundary Rd.
 Chesterton, IN 46304

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.

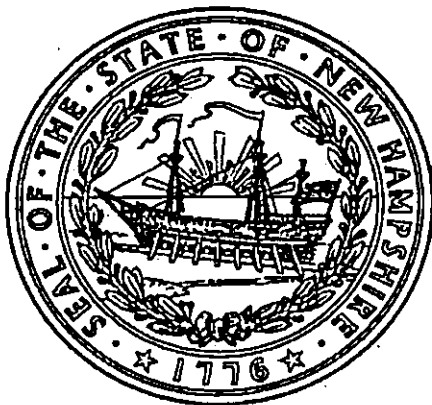
AUTHORIZED REPRESENTATIVE
Ashley Christine

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE
OF
PARKDALE AFTERCARE LLC

This is to certify that **PARKDALE AFTERCARE LLC** is registered in this office as a **Indiana Limited Liability Company** to transact business in New Hampshire on 5/18/2020 5:19:00 PM.

Business ID: 842414



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2020

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Accepted Date: 05/19/2020
Business Name: PARKDALE AFTERCARE LLC
Principal Office Address: 2230 Stafford Road, Suite 115, Plainfield, IN, 46168, USA

RE: Acceptance of Business Formation

This letter is to confirm the acceptance of the following business formation:

Business ID: 842414
Filing #: 4917070
Effective Date: 05/18/2020
Payment Transaction #: 20209980353153001

To maintain your business registration in good standing you must maintain a Registered Agent at all times.

You must also file an annual report no later than April 1st of each year. To file your annual report please go to <https://quickstart.sos.nh.gov/online/Account>.

It is incumbent upon you to keep this office informed of address or email changes to ensure that all communications from our office reaches you.

Please visit our website for helpful information regarding all your business needs. If you require assistance or should you have any questions, you may contact the Corporation Division using the information provided below.

Please reference your Business ID in your communication.

Thank you,

New Hampshire Department of State
Corporation Division



State of New Hampshire

Department of State

Filed
 Date Filed : 05/18/2020 05:19:00 PM
 Effective Date : 05/18/2020 05:19:00 PM
 Filing # : 4917070 Pages : 2
 Business ID : 842414
 William M. Gardner
 Secretary of State
 State of New Hampshire

Form FLLC-1
 RSA 304-C:175

APPLICATION FOR REGISTRATION AS A
 FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is:

PARKDALE AFTERCARE LLC

SECOND: The name which it proposes to register and do business in New Hampshire is:

PARKDALE AFTERCARE LLC

Principal Business Information:

Principal Office Address:

<u>2230 Stafford Road, Suite 115</u>	<u>Plainfield</u>	<u>IN</u>	<u>46168</u>
(no. & street)	(city/town)	(state)	(zip code)

Principal Mailing Address(if different):

<u>2230 Stafford Road, Suite 115</u>	<u>Plainfield</u>	<u>IN</u>	<u>46168</u>
(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 317-752-8649

Business Email: sgeans@parkdalecenter.com

Please check if you would prefer to receive the Annual Report Reminder Notice by email.

THIRD: It is formed under the laws of Indiana

FOURTH: The date of its formation is 10/10/2014

FIFTH: Describe the nature of the business or purposes to be conducted or promoted in New Hampshire (and if known, list the NAICS Code and Sub Code):

62-Health Care and Social Assistance - 420-Outpatient Mental Health and Substance Abuse Centers

SIXTH: The name of its registered agent in New Hampshire is:

KMA Law Group, LLC (696181)

The complete address of its registered office **IN NEW HAMPSHIRE** (agent's business address) is:

<u>52 The Flume</u>	<u>Amherst</u>	<u>NH</u>	<u>03031</u>
(no. & street)	(city/town)	(state)	(zip code)

Manager/Member Information:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Scott Geans	Chief Financial Officer	2230 Stafford Road, Suite 115, Plainfield, IN, 46168, USA

The period of its duration is: Perpetual

Title: Chief Financial Officer

Signature: Scott Geans

Name of Signer: Scott Geans

Date signed: 05/18/2020

Effective Date: 05/18/2020 05:19:00 PM

Complete address of person signing: 2230 Stafford Road, Suite 115, Plainfield, IN, 46168, USA

Note: The sale or offer for sale of membership interests of the limited liability company will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The membership interests of the limited liability company: 1) have been registered or when offered will be registered under RSA 421-B; 2) are exempted or when offered will be exempted under RSA 421-B; 3) are or will be offered in a transaction exempted from registration under RSA 421-B; 4) are not securities under RSA 421-B; OR 5) are federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

*Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

**JOINT WRITTEN CONSENT OF THE MEMBER
AND OF THE MANAGERS OF
PARKDALE AFTERCARE, LLC**

Certificate of Authority / Vote

Date: May 18, 2020

The undersigned, being the Member of and all of the Managers of Parkdale Aftercare, LLC, an Indiana limited liability company (the "Company") pursuant to the Operating Agreement of the Company and under Indiana law, do hereby consent to and adopt the following resolutions, which resolutions embody actions of the Member and Managers of the company, respectively, as indicated herein, by unanimous consent. The undersigned hereby waives both notice and the holding of a meeting of the Member and of the Managers of the Company, it being intended that the collective consent of the undersigned to the actions embodied in the following resolutions shall have the same force and effect, and in the case of the Member, as the unanimous consent of the Member at a meeting of the Members of the Company, duly called and held, at which a quorum was present and acting unanimously throughout, and, in the case of the Managers, as the unanimous vote of the Managers at a meeting of the Managers of the company, duly called and held, at which a quorum was present and acting unanimously throughout.

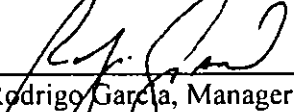
A Manager of the company is hereby directed to file this consent in the minute book of the company as the duly authorized acts of the Members and of the Managers.

The resolutions to which the undersigned Member and Managers respectively consents, embodying the actions which they hereby adopt, read as follows:

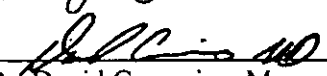
BE IT RESOLVED, that Rodrigo Garcia, Manager and/or Claudia Garcia, Manager, and/or Dr. David Cummins, Manager have the authority of the Company to execute any and all documents on behalf of the Company.

Parkdale Aftercare, LLC

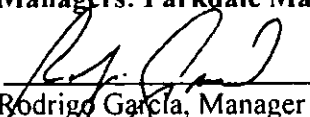
Member: Parkdale Aftercare, LLC:

By:  5/18/2020
Rodrigo Garcia, Manager


By:  5/18/2020
Claudia Garcia, Manager

By:  5/18/2020
Dr. David Cummins, Manager

Managers: Parkdale Management, LLC:

 5/18/2020
Rodrigo Garcia, Manager

 5/18/2020
Claudia Garcia, Manager

 5/18/2020
Dr. David Cummins, Manager



PARKDAL-02

KDEVITO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2020

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.

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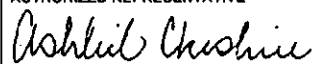
PRODUCER Gregory & Appel Insurance 1402 N Capitol Suite 400 Indianapolis, IN 46202	CONTACT NAME: PHONE (A/C, No, Ext): (317) 634-7491	FAX (A/C, No): (317) 634-6629
	E-MAIL ADDRESS: corp@gregoryappel.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Lloyd's of London Group		
INSURED Parkdale Aftercare, LLC 350 Indian Boundary Rd. Chesterton, IN 46304	INSURER B: NCCI-National Council On Compensation Ins, Inc	
	INSURER C: Hudson Insurance Company	
	INSURER D:	
	INSURER E:	
INSURER F:		25054

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC OTHER:			AH100387	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AH100387	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC539S734395010	1/5/2020	1/5/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Liability			CYB100441700	12/2/2019	12/2/2020	Cyber Liability 1,000,000
A	Professional Liabil			AH100387	9/1/2019	9/1/2020	Aggregate 1,500,000

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

CERTIFICATE HOLDER State of New Hampshire Office of Professional Licensure and Certification 121 S. Fruit St 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 

DAVID CUMMINS, MD, FAAEM, FASAM

[REDACTED]
[REDACTED]

[REDACTED]
Valparaiso, IN 46383

EDUCATION

- MD** Indiana University School of Medicine June 2008
Gold Humanism Honor Society
Janice M Pascuzzi Scholar
- BA** University of Illinois, Urbana-Champaign June 1995
Major - U.S. History

RESIDENCY/PROFESSIONAL TRAINING

- Emergency Medicine Residency 2011
University of Illinois Chicago – Christ Hospital EM Program
Oak Lawn, IL

BOARD CERTIFICATIONS

- American Board of Emergency Medicine** 2012
Specialty – Emergency Medicine
- American Board of Addiction Medicine** 2015
Specialty – Addiction Medicine
- American Board of Preventative Medicine** 2018
Subspecialty – Addiction Medicine

PROFESSIONAL SOCIETIES

- Fellow - American Academy of Emergency Medicine
Fellow – American Society of Addiction Medicine

LICENSURE

- Indiana Professional Licensing Agency**
Physician – License # 01068420A (active, unrestricted)
Controlled Substances Registration – License #01068420B (active, unrestricted)

Drug Enforcement Agency

Controlled Substances Certification – Practitioner #FC2069462 (active, unrestricted)

Buprenorphine Prescribing Endorsement- #XC2069462 (100 patient waiver)

CLINICAL EXPERIENCE

Porter Regional Hospital, Valparaiso, Indiana Emergency Physician	2011 to Present
Franciscan Health System, Michigan City, Indiana Emergency Physician	2017 to Present
St Catherine Hospital, East Chicago, Indiana Emergency Physician	2016 to Present
Parkdale Center, Chesterton, Indiana Addiction Medicine Physician	2015 to Present
Indiana University School of Medicine Clinical Instructor	2012 to 2017

MEDICAL DIRECTORSHIPS

Indiana Professionals Recovery Program – 2018 to Present

Direct statewide monitoring agency for health care professionals recovering from addiction. Oversee over 500 Nurses and Pharmacists throughout state of Indiana.

Illinois Professionals Health Program – 2017 to Present

Clinical Advisor to statewide monitoring agency for healthcare professionals recovering from addiction. Agency oversees 600 Nurses, Physicians, Dentists and Pharmacists in state of Illinois.

Parkdale Center for Professionals – 2015 to Present

Direct all clinical operations for residential addiction treatment facility.

Porter Regional Hospital EMS System – 2011 to 2015

Directed county-wide EMS system with both ambulance and fire department services. Oversee all aspects of EMT and Paramedic out of hospital care.

CORPORATIONS FORMED

Parkdale Family of Companies

Nationally branded consortium that works in the field of addiction and recovery. Areas of specialty include education, outreach, treatment, consulting and workplace reintegration.

DAVID CUMMINS, MD, FAAEM, FASAM



Valparaiso, IN 46383

EDUCATION

- | | | |
|-----------|---|-----------|
| MD | Indiana University School of Medicine
Gold Humanism Honor Society
Janice M Pascuzzi Scholar | June 2008 |
| BA | University of Illinois, Urbana-Champaign
Major - U.S. History | June 1995 |

RESIDENCY/PROFESSIONAL TRAINING

- | | |
|---|------|
| Emergency Medicine Residency
University of Illinois Chicago – Christ Hospital EM Program
Oak Lawn, IL | 2011 |
|---|------|

BOARD CERTIFICATIONS

- | | |
|---|------|
| American Board of Emergency Medicine
Specialty – Emergency Medicine | 2012 |
| American Board of Addiction Medicine
Specialty – Addiction Medicine | 2015 |
| American Board of Preventative Medicine
Subspecialty – Addiction Medicine | 2018 |

PROFESSIONAL SOCIETIES

- Fellow - American Academy of Emergency Medicine
Fellow – American Society of Addiction Medicine

LICENSURE

- Indiana Professional Licensing Agency**
Physician – License # 01068420A (active, unrestricted)
Controlled Substances Registration – License #01068420B (active, unrestricted)

Porter South Shore Properties LLC

Real Estate investment company that owns and manages numerous residential rental properties and rehabilitates and resells distressed properties.

AREAS OF PROFESSIONAL INTEREST

- Addicted healthcare professionals
- Neuroscience of addiction and other dysfunctional human behaviors
- Mindfulness
- Community Paramedicine
- PTSD and addiction in public safety workers
- Safe prescribing of controlled substances
- Integration of care from ambulance call to discharge from hospital
- Critical Care medicine
- Evidenced-based medicine, best-practice guidelines
- Medical errors

CERTIFICATIONS

Advanced Trauma Life Support – current
Advanced Cardiac Life Support – current
Pediatric Advanced Life Support – current
Healthcare Provider CPR – current

LANGUAGES

English: Native Language

Spanish: Intermediate Listener, Novice Speaker, Reader and Writer

COMPUTER SKILLS / ELECTRONIC HEALTH RECORDS

Proficient with Word, Outlook, Power Point, Excel, Dragon Medical
Proficient with numerous EHRs including Epic, McKesson, Cerner, Medics Cloud
Proficient understanding of data protection, encryption, cloud computing and storage

ANNUAL COMPETENCY TRAININGS

HIPPA privacy laws
Patient centered care
Evidence based practice
Quality Improvement
Informatics in Healthcare

Medical Billing compliance
EMTALA guidelines
Medical fraud
Medical malpractice