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State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 121 South Fruit Street, Suite 303
 Concord, N.H. 03301-2412
 Telephone 603-271-2152 · Fax 603-271-6702

LINDSEY B. COURTNEY
 Interim Executive Director

HALIE A. PENTHENY
 Director of Finance



June 30, 2020

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

REQUESTED ACTION

1. Authorize the Office of Professional Licensure and Certification (OPLC) to accept and expend additional agency funds in the amount of \$85,400, so that OPLC can support our licensee professionals' health program. 100% Agency Funds.

01-21-021-212010-24060000 - Medical Professions

Class	Description	FY21 Current Budget	FY21 Requested Action	FY21 Revised Budget
Income				
001-406297	Transfers from Other Agencies	\$ 154,815		\$ 154,815
006-402089	Agency Income	\$ 61,220		\$ 61,220
009-401867	Agency Income	\$6,936,486	\$ 85,400	\$7,021,886
Totals		\$7,152,521		\$7,237,921
Expenditures				
010-500100	Personal Services Perm Class	\$1,920,879		\$1,920,879
018-500106	Overtime	\$ 2,010		\$ 2,010
020-500200	Current Expenses	\$ 5,953		\$ 5,953
022-500255	Rents-Leases Other than Sta	\$ 13,065		\$ 13,065
026-500251	Organizational Dues	\$ 29,796		\$ 29,796
028-582814	Transfers to General Services	\$ 154,492		\$ 154,492
030-500301	Equipment	\$ 15,075		\$ 15,075
039-500180	Telecommunications	\$ 28,510		\$ 28,510

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Class	Description	FY21 Current Budget	FY21 Requested Action	FY21 Revised Budget
040-500800	Indirect Expenses	\$2,184,083		\$2,184,083
046-500462	Consultants	\$ 42,612		\$ 42,612
049-584920	Transfer to Other State Agencies	\$ 679,656		\$ 679,656
050-500109	Personal Svc Temp Appoint	\$ 313,908		\$ 313,908
060-500601	Benefits	\$1,082,780		\$1,082,780
065-500542	Board Expenses	\$ 129,630		\$ 129,630
066-500544	Employee Training	\$ 5,025		\$ 5,025
070-500700	In State Travel	\$ 78,446		\$ 78,446
080-500712	Out of State Travel	\$ 1		\$ 1
102-500731	Contracts for Program Svcs	\$ 10,000		\$ 10,000
531-500372	Impaired Programs	\$ 456,600	\$85,400	\$ 542,000
Totals		\$7,152,521	\$85,400	\$7,237,921

2. Contingent upon approval of Requested Action #1, authorize the OPLC, Division of Health Professions, to enter into a **Sole Source** and **Retroactive** contract with the New Hampshire Professionals Health Program (NHPHP) (VC# 175105), Amherst, NH, in an amount not to exceed \$542,000, to manage and administer the professionals' health program (PHP) effective upon Governor and Council approval the period from July 1, 2020, through June 30, 2021. Funding source: 100% Agency Funds.

Funds to support this request will be available in the State FY 2021 operating budget as follows:

01-21-021-215010-24060000 Office of Professional Licensure and Certification	
Division of Health Professions	<u>FY 2021</u>
531 - 500372 Impaired Programs	\$542,000

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 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.

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June 30, 2020

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 previously submitted a contract request with highest scoring bidder which was not approved at Governor and Executive Council on June 10, 2020. This current request is **Sole Source** because NHPHP is the only in-state vendor who provides this service and is **Retroactive** because there was not enough time to resubmit the request in FY20.

Respectfully submitted,



Lindsey B. Courtney
Interim Executive Director

FORM NUMBER P-37 (version 12/11/2019)

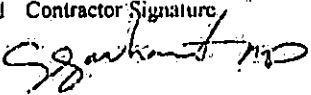
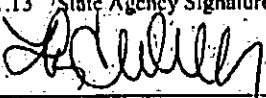
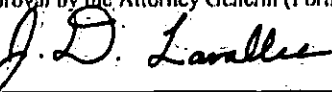
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 New Hampshire Professionals Health Program		1.4 Contractor Address PO Box 6274 Amherst, NH 03031	
1.5 Contractor Phone Number (603) 491-5036	1.6 Account Number 01-21-21-24060000 531-500372	1.7 Completion Date 06/30/2021	1.8 Price Limitation \$542,000
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: 6-29-20		1.12 Name and Title of Contractor Signatory Sally Garhart, MD, NHPHP Medical Director	
1.13 State Agency Signature  Date: 6-30-20		1.14 Name and Title of State Agency Signatory Kindsay Courney Interim Executive Director	
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: 		On: JUNE 30, 2020	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials 
Date 6-29-20

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 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 C, Methods and Conditions Precedent to Payment 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 licensing board, council, or commission may 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 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 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, Council, or Commission 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 Board, Council, or Commission 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.

EXHIBIT "B"
PERFORMANCE MEASURES AND SCOPE OF SERVICES

PROFESSIONALS' HEALTH PROGRAM

The Contractor shall provide a comprehensive professionals health program ("PHP or program") including the identification, intervention, assessment, referral, and monitoring of licensed professionals affected by substance use disorders (SUDs), behavioral or mental health conditions and other issues impacting their work, health or well-being including burnout, moral injury, depression, physical illness, suicide, professionalism complaints or lapses and personal tragedy for the licensees of the New Hampshire Boards of Medicine, Pharmacy, Dental Examiners, Nursing, Veterinary Medicine, Psychology, Chiropractic Examiners, Mental Health, Optometry, Podiatry, Licensed Dietitians, and Licensed Alcohol & Other Drug Use Professionals ("Health Professions"), as well as the Midwifery Council.

The State has the option to renew this contract for an additional five-year period subject to Governor and Council approval, for the expense of \$8.00 per licensee per year. At the time of exercising the option, other Health and Technical Professions Boards, Councils, and Commissions may be added to the program at the same annual fee per licensee.

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, as well as Technical Professionals Boards that have entered into agreement to provide the program's services at the established fee per licensee.

The Contractor shall assist referred Health Professionals in identifying intervention resources to establish and evaluate the nature and severity of substance use disorders (SUDs), behavioral or mental health conditions and other issues impacting their work, health or well-being including burnout (moral injury), depression, suicide, professionalism complaints or lapses. Additionally, the Contractor shall offer a confidential pathway for those who recognize the need to self-report and enter into treatment without any perceived penalty or Board, Council, or Commission involvement (unless they relapse or violate their monitoring agreement in another way).

Programs that investigate reports of a professional's substance use disorder, behavioral or mental health conditions and other issues previously noted shall be a referral resource for those with these disorders, conditions, or other professional issues.

The Contractor may develop, administer, and monitor a treatment plan contract with these professionals, which, if violated, shall be reported to both the appropriate OPLC Administrator and the OPLC's Director of the Division of Health Professions within two business days of the

violation.

The Contractor shall monitor the recovery process as appropriate, 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 Contract shall provide a minimum of two hours of continuing education programs in New Hampshire to participating Healthcare and Technical Professionals on substance use disorders at least once per year.

The Contractor shall make available information participating Healthcare and Technical Professionals notifying them of the availability of the program, the dangers of substance use disorders, occupational stressors, behavioral issues, 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 participating Healthcare and Technical Professionals Boards, Councils, and Commissions for all record keeping which the Board, Council, or Commission, on a monthly, quarterly and annual basis, shall monitor, as well as all other communications necessary to keep the Board, Councils, or Commissions informed of their professionals in the program.

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

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

The Contractor shall be required to provide and discuss with the Director of the Division of Health Professionals and OPLC Administrators on a quarterly basis, or as requested, to assess progress toward 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, Councils, or Commissions in writing within 30 days of hire, when a new Medical Director or Director of Operations is hired to work in the program. If the new hire is a licensed healthcare professional 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 respective Board, Council, or Commission prior to start of employment. The respective Board 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 program's process towards achieved goals. This would include information that demonstrate the number of hours of consultation, referral sources and the consultation topics and outcomes.

A Quality Performance/Improvement (QP/I) report with relapse statistics and performance measure will be developed and submitted on a monthly basis as agreed to by the Contractor and Director of the Division of Health Professions, with input from the participating Professionals Boards, Councils, and Commissions within 60 days of the contracting signing, and updated on an annual basis. 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 agreed upon 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 licensed 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 payment 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
accounts payable@oplc.nh.gov

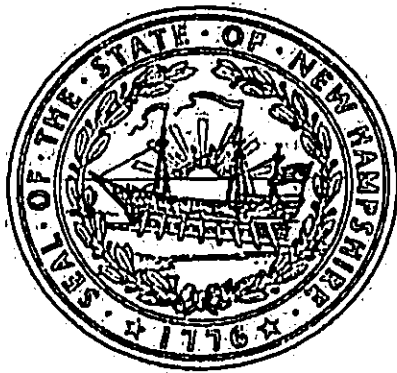
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 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: 577394

Certificate Number: 0004938484



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

(NHPHP and OPLC Agreement FY2021)

CORPORATE RESOLUTION

I, Eric Hirschfeld, hereby certify that I am duly elected President of the NH Professionals Health Program (NHPHP). I hereby certify the following is a true copy of a vote taken at a meeting of the NHPHP Board of Directors, duly called and held on 11/16/2012 at which a quorum of the Directors were present and voting.

VOTED: The NHPHP Board of Directors voted to direct, empower and authorize Dr. Sally Cluett, NHPHP Medical Director, to execute any agreements or documents which may, in her judgment, be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of June 29, 2020. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: June 29, 2020

ATTEST:


Eric Hirschfeld, DDS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2020

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.

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 Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No. Ext): 603-882-2788 E-MAIL ADDRESS: cbeauregard@eatonberube.com	FAX (A/C, No.): 603-888-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED Sally Garhart, MD Souhegan Occupational Medicine PLLC PO Box 6274 Amherst NH 03031	INSURER A: Liberty Mutual Insurance Company	
	INSURER B: Medical Protective	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 791594806 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 LTP	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	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 <input type="checkbox"/> OTHER:		BZ555394598	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Each 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 DCD 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			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
U	Medical Professional Liability Occurrence		778278	9/16/2018	9/16/2020	Per Claim \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER New Hampshire Office of Professional Licensure and Certification 121 South Fruit 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
---	--



EATON & BERUBE INSURANCE AGENCY, LLC
11 Concord Street | Nashua, NH 03064
Home | Auto | Business | Life & Health | Equine

June 29, 2020

NH Office of Professional Licensure and Certification
Attn: Hallie Pentheny, Director of Finance
121 South Fruit Street
Concord NH 03301

RE: Souhegan Occupational Medicine LLC; Workwell Occupational Health Resources LLC

Dear Ms. Pentheny,

This letter is to confirm that the following entities and/or individuals carry Professional liability, also known as medical malpractice insurance, and that they are not required to carry NH Workers Compensation insurance per statute.

Medical Malpractice is the same as Professional liability coverage when used in this context for physicians and other medical providers.


Sally Garhart, MD & Souhegan Occupational Medicine LLC are insured for Medical Professional liability under policy # 776278 effective 9/16/19 -- 9/16/20.

Deanne Chapman PA-C & Workwell Occupational Health Resources LLC are insured for Medical Professional liability under policy # 002NH1000015255 effective 5/1/20 -- 5/1/21.

Since both Souhegan Occupational Medicine LLC and Workwell Occupational Health Resources LLC are sole member LLC entities in NH and do not have any other employees, they are not required to carry Workers compensation in NH. Therefore they do not carry Workers Compensation policies. NH Professionals Health Program also does not have any employees and therefore is not required to carry Workers Compensation. Both Dr. Garhart and Deanne Chapman are independent contractors for NH Professionals Health Program.

Feel free to contact me at 603-689-7229 or by email at cbeauregard@eatonberube.com with any questions. Thank you!

Sincerely,


Cathy Beauregard
Account Manager
CBX/974924



603.882.2766



www.EatonBerube.com



603.886.4230

SALLY J. GARHART, MD

Peterborough, NH 03458

603-491-5036

sgarhart@nhphp.org

EDUCATION

Westminster College, Salt Lake City, Utah, BA in Biology, May 1978, Summa Cum Laude
University of Missouri, Columbia, School of Medicine, MD, May 1983

TRAINING and CERTIFICATION

U. of Massachusetts Medical Center, Internship and Residency in Internal Medicine, 1983-86
Board Certification in Internal Medicine, September 1986
Medical Review Officer Certification, May 2000, 2005, 2010, 2015, 2020
Federal Aviation Administration Senior Aviation Medical Examiner and HIMS sponsor 1999-2018
Impairment and Disability Evaluation Advanced Training Certification, October 1999, January 2005
American Board of Prevention Medicine - Occupational Medicine, 2002; recertified 2012.
American Board of Addiction Medicine Certification, 2009; recertified 2012

EXPERIENCE

Private and group practice at Monadnock Community Hospital, Peterborough, NH 1986 to 1991
Occupational and ambulatory medicine practice at HealthStop, Nashua, NH 1991 to 1992
Medical Director, Occupational Health Centers of Southern New Hampshire Medical Center with offices in Nashua, Concord, Bedford and Milford, NH 1992 to 1998
Professional Health Committee Chair, Southern New Hampshire Medical Center 1993 to 2002
Medical Director and owner, Bedford Occupational and Acute Care, Bedford, NH 1998 to 2012
With 10 employees specializing in work related issues, prevention, drug and alcohol issues, ADA, OSHA, FMLA compliance and disability assessment.
Owner, Souhegan Occupational Medicine, PLLC, Amberst, NH 2012 to present. FAA Senior aviation medical examiner through 2018 including drug, alcohol and mental health monitoring, NH Retirement System 1999-17, Travelers Insurance 6 state regional medical director - ongoing.
Medical Director, New Hampshire Professionals Health Program 2002 to present

MEMBERSHIPS NH Medical Society, Fellow American Society of Addiction Medicine, American College of Occupational and Environmental Medicine, Federation of State Physician Health Programs

INTERESTS skiing, hiking, farming and gardening

Change of Address must be reported in writing to:
New Hampshire Board of Medicine
121 South Front Street - STE 301
Concord, NH 03301-2444 (Cham. 329-1611)

State of New Hampshire
BOARD OF MEDICINE

SALLY J GARHART, MD
96 OLD DUBLIN ROAD
PETERBOROUGH NH 03458

SALLY J GARHART, MD

License #: 7412



Issued: 08/14/1986
has been duly registered to practice medicine
in this state through 06/30/2022

President

Daniel Patterson, MD