

MARK SULLIVAN, P.A.  
President

MICHAEL BARR, M.D.  
Vice President of the Board

SARAH T. BLODGETT  
Executive Director

PENNY TAYLOR  
Administrator



MAY 18 '15 AM 8:38 DAS

RB 124

LOUIS E. ROSENTHALL, M.D.  
Vice President of the Medical Review Subcommittee  
AMY FEITELSON, M.D.  
ROBERT J. ANDELMAN, M.D.  
ROBERT M. VIDAVER, M.D.  
JOHN H. WHEELER, D.O.  
EMILY R. BAKER, M.D.  
GAIL A. BARBA, PUBLIC MEMBER  
DANIEL MORRISSEY, O.P., PUBLIC MEMBER  
EDMUND J. WATERS, JR., PUBLIC MEMBER

## New Hampshire Board of Medicine

121 SOUTH FRUIT STREET, SUITE 301, CONCORD, NH 03301-2412

Tel. (603) 271-1203 Fax (603) 271-6702

TDD Access: Relay NH 1-800-735-2964

WEB SITE: [www.nh.gov/medicine](http://www.nh.gov/medicine)

April 27, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Sole Source*

### REQUESTED ACTION

Authorize the Board of Medicine (Board) to enter into a **sole source** amendment with the New Hampshire Professionals Health Program (PHP), P.O. Box 6274, Amherst, New Hampshire 03031 (Vendor #175105) for an amount not to exceed \$300,000 amending the original contract from \$300,000 to \$600,000 to manage and administer the Physician Health Program for FY16 and FY17 commencing on July 1, 2015 through June 30, 2017 subject to Governor and Council approval. 100% Impaired Physician Program Funds

Funds shall be contingent upon the availability and continued appropriation of funds, available from the following FY 2016 and FY 2017 accounts.

	<u>FY16</u>	<u>FY17</u>
05-74-74-740510-74000000-Health and Social Services, HHS Admin Attached Boards, Board of Medicine Administration		
531 500372 Impaired Programs	\$150,000	\$150,000

### EXPLANATION

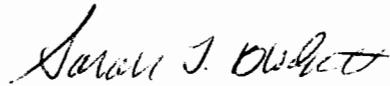
Chapter 207, Laws of 1999, amended RSA 329 by authorizing the Board to contract with other organizations to establish a program to assist and monitor impaired physicians. Sally J. Garhart, M.D. is the Medical Director of the NH PHP. This amendment is **sole source** because the two year renewal was the intention of both parties and part of the bid process but was inadvertently omitted from the exhibits of the contract agreement that the Board entered into with the Professionals Health Program on July 1, 2013 through June 30, 2015, original contract with the vendor.

This original contract was approved by Governor and Council on June 19, 2013 item #182. Attached is the amendment, original contract and the proposal with the PHP, along with supporting documents, which have been accepted by the Board at its meeting on April 1, 2015. The Office of the Attorney General has reviewed and approved this amendment.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
April 27, 2015  
Page 2

Please be advised that the New Hampshire PHP has been the only entity to submit a proposal to administer this program since 2004. Your approval of this request will be appreciated.

Respectfully submitted,



Sarah T. Blodgett  
Executive Director

\pt  
Enclosure

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 6<sup>th</sup> day of April, 2015 by and between the State of New Hampshire acting by and through the NH Board of Medicine (Board), (hereinafter referred to as "Board") and the Professionals Health Program, (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on June 19, 2013, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payments by Grantor of certain sums specified therein, and;

WHEREAS, pursuant to the paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, the Board has received written notice from the Contractor to amend the Agreement;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and the Board hereby agree to amend the Agreement as follows:

### 1. Amendment of Agreement

- A. To amend Section 1.7 of the General Provisions by (retroactively, if applicable) extending the completion date from June 30, 2015 to June 30, 2017.
- B. To amend Section 1.8 of the General Provisions by increasing the amount from \$300,000 to \$600,000.
- C. To amend Section 2 of Exhibit B to add "Upon written request from the program, the Board will disperse quarterly payments for fiscal year 2016 and fiscal year 2017."

### 2. Effective Date of Amendment

This Amendment shall be in effect upon its approval by the Governor and Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions as set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

NH Professionals' Health Program

By:   
Benjamin R. Nordstrom, M.D., President

GRANTOR:

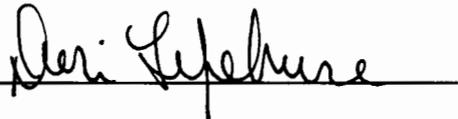
State of New Hampshire acting through the  
Board of Medicine

By:   
Penny Taylor, Administrator

NOTARY STATEMENT:

On this 6<sup>th</sup> day of April, 2015 there appeared before me, Dori Lefebvre (Notary Name) the undersigned officer, personally appeared Benjamin R. Nordstrom, M.D. (Designated Officer Name) who acknowledged him/herself to be President of the NH Professionals' Health Program (Designated Officer Title) and that such officer, they are authorized to do so, executed the foregoing instrument for the purposes herein contained, by signing him/herself in the name of the municipality.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date)

By: 

DORI B. LEFEBVRE  
Justice of the Peace - New Hampshire  
My Commission Expires March 6, 2018

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APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION:

By: , Assistant Attorney General, on 8 April 2015  
Lynmarie Cusack, Esq.

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APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND COUNCIL:

By: \_\_\_\_\_, on \_\_\_\_\_

April 9, 2015



Mark Sullivan, PA-C  
President  
NH Board of Medicine  
121 South Fruit Street  
Concord, NH 03301-2412

RE: NHPHP Contract Renewal

Dear Mr. Sullivan:

As Vice President of the New Hampshire Professionals' Health Program (NHPHP), I am writing to inform you that the NHPHP Board of Directors, at their last meeting held on 3/11/15, approved a 2-year renewal of the NH Board of Medicine's monitoring services agreement pending approval by the Board and Governor's Council.

Further, I can testify that Dr. Benjamin Nordstrom, President of the NHPHP, is authorized to execute contracts on behalf of the organization. I am submitting this affidavit as a component of the NH Board of Medicine's *Contract to Administer the Physician Health Program for FY16/FY17*.

Sincerely,

Susan Finerty, PA-C  
Vice President  
NH Professionals Health Program  
Board of Directors

**BOARD OF DIRECTORS**

Benjamin Nordstrom, MD  
President

Susan Finerty, PA-C  
Vice President

Robert Messenger, DVM  
Treasurer

Robert Stirschfeld, DDS  
Secretary

Robert Garhart, MD  
Medical Director

Michael Evans, MD

Robert Jenkyn, MD

Robert Stout, RPh.

Robert Hartigan, Esq.

Robert Blodgett, Esq.

Janet Monahan

**ADMINISTRATION**

Robert Monahan, MS, PA-C  
Medical Director

P.O. Box 6274  
Concord, NH 03031  
603-91-5036 or  
603-361-5446  
603-924-0161  
www.nhphp.org

March 13, 2015

**RECEIVED**

**MAR 25 2015**

**NH BOARD**



**New Hampshire  
Professionals Health Program**

Mark Sullivan, PA-C  
President  
NH Board of Medicine  
121 South Fruit Street  
Concord, NH 03301-2412

RE: NHPHP Contract Renewal

Dear Mr. Sullivan:

As you are aware, the NH Professionals Health Program (NH PHP) entered into a 2-year contract with the NH Board of Medicine (NH BOM) on 5/21/13 for the purpose of providing comprehensive monitoring services to NH Physicians and PAs who may be at risk for or affected by substance use disorders, psychiatric/behavioral issues or other problems impacting their health and well-being.

Our current agreement, written for FY14/FY15, will expire on June 30, 2015, but it allowed for a 2-year renewal if approved by the NH BOM and Governor's Council. The NHPHP proposes to continue the same services as previously accepted by the NH BOM, from July 1, 2015 through June 30, 2017 (FY16/FY17), for \$300,000 subject to NHBOM and G & C approval. We are happy to provide any supporting documents or special provision requests that the Board requires.

Pending your favorable decision, we look forward to continuing our work with the NH BOM and the licensed physicians and PAs in New Hampshire who benefit from our services. We want to thank you in advance for your consideration of this request.

Sincerely,

Benjamin Nordstrom, MD  
President  
NH Professionals Health Program  
Board of Directors

**BOARD OF DIRECTORS**

Benjamin Nordstrom, MD  
President

Scott Cherry, PA-C  
Vice President

John Alvinger, DVM  
Treasurer

John Hutchinson, DDS  
Secretary

Jeffy Gault, MD  
Medical Director

Michael Evans, MD

Thomas Bailey, MD

Robert Stovall, RPh

John Hartigan, Esq

Kevin Budgett, Esq

Janet Morahan

Janet Morahan

**ADMINISTRATION**

John Chapman, MD, PA-C  
Medical Director

P.O. Box 674  
Concord, NH 03301  
Tel: 603-495-5036 or  
603-361-5446  
Fax: 603-924-0562  
www.nhphp.org

# 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 formed May 7, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/27/2014

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 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).

<b>PRODUCER</b> Eaton&Berube Insurance 11 Concord St. Nashua, NH 03064 603 882-2766	<b>CONTACT NAME:</b> Cathy Beauregard
	PHONE (A/C, No, Ext): 603 882-2766      FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: CBeauregard@eatonberube.com
<b>INSURED</b> Sally Garhart, MD Souhegan Occupational Medicine PLLC PO Box 6274 Amherst, NH 03031	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Medical Protective</b>
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Professional Liability</b> <b>Occurrence form</b>			776278	09/16/2014	09/16/2015	<b>\$1,000,000 per claim</b> <b>\$3,000,000 aggregate</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Separate limits apply to the following: Sally J. Garhart, MD

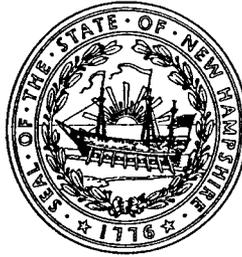
<b>CERTIFICATE HOLDER</b> NH State Board of Medicine 121 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

MARK SULLIVAN, P.A.  
*President*

JOHN H. WHEELER, D.O.  
*Vice President of the Board*

KATHRYN M. BRADLEY  
*Executive Director*

PENNY TAYLOR  
*Administrator*



LOUIS E. ROSENTHALL, M.D.  
*Vice President of the Medical Review Subcommittee*  
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ROBERT J. ANDELMAN, M.D.  
ROBERT M. VIDAVER, M.D.  
LOUIS E. ROSENTHALL, M.D.  
MICHAEL BARR, M.D.  
GAIL A. BARBA, PUBLIC MEMBER  
DANIEL MORRISSEY, O.P., PUBLIC MEMBER

## New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520

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WEB SITE: [www.nh.gov/medicine](http://www.nh.gov/medicine)

May 31, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

The Board of Medicine requests approval to enter into a contract with the New Hampshire Professionals Health Program ("PHP"), P.O. Box 6274, Amherst, New Hampshire 03031 (Vendor #175105) in the amount of \$300,000 to manage and administer the Physician Health Program for FY14 and FY15 commencing on July 1, 2013, or date of Governor and Council approval, whichever is later, through June 30, 2015, with the option to renew for an additional two-year period subject to Governor and Council approval. 99% General Funds and 1% Other (Sale of Publications).

Funding is available in account, Board of Medicine, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-74-74-740510-74050000-HEALTH AND SOCIAL SERVICES, HHS ADMIN  
ATTACHED BOARDS, BOARD OF MEDICINE

	<u>FY 2014</u>	<u>FY 2015</u>
531 500372 Impaired Programs	\$150,000	\$150,000

### EXPLANATION

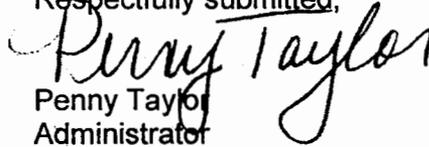
Chapter 207, Laws of 1999, amended RSA 329 by authorizing the Board to contract with other organizations to establish a program to assist and monitor impaired physicians. For over 10 years the contractor for this program was the New Hampshire Medical Society. After several years it became apparent to the Medical Society that the burden for this program required more time than initially thought. Sally J. Garhart, M.D. is the physician in charge of the program. It was decided by the Medical Society that a separate organization be established and to file the necessary paperwork with the Secretary of State/Corporate Division to record as a non-profit corporation under the title New Hampshire Professionals Health Program, with Dr. Garhart as the primary physician.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 31, 2013  
Page 2

The Board advertised for bids in the Concord Monitor and the Manchester Union Leader on Friday, March 8, 2013. The PHP was the only organization to submit a proposal. Attached is the proposal with the PHP, along with supporting documents, which was accepted by the Board at its meeting on May 1, 2013.

Your approval of this request will be appreciated.

Respectfully submitted,

A handwritten signature in cursive script that reads "Penny Taylor". The signature is written in black ink and is positioned above the printed name and title.

Penny Taylor  
Administrator

\pt  
Enclosures

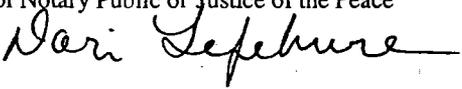
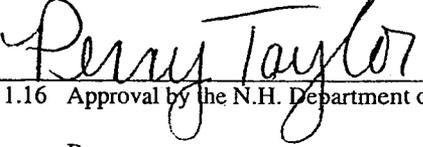
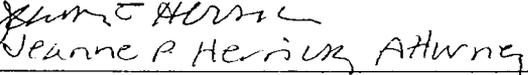
Subject: Contract to administer the Physician Health Program for FY14/FY15 FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">NH Board of Medicine</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">2 Industrial Park Drive, Suite 8, Concord, NH 03301</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">New Hampshire Professionals Health Program</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">P.O. Box 6274, Amherst, NH 03031</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">(603) 528-2573</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">74000000-500372</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">6/30/2015</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$300,000</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Penny Taylor</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">(603) 271-1205</span>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">Michael Evans, M.D., President, Board of Directors</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">N.H.</span> , County of <span style="border: 1px solid black; padding: 2px;">Merrimack</span> On <span style="border: 1px solid black; padding: 2px;">5/21/2013</span> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<b>DORI B. LEFEBVRE</b> Justice of the Peace - New Hampshire My Commission Expires March 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">Dori B. Lefebvre, JP</span>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Penny Taylor, Administrator, NH Board of Medicine</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
<del>1.17 Approval by the Attorney General (Form, Substance and Execution)</del> By:  Attorney On: <span style="border: 1px solid black; padding: 2px;">27 May 2013</span>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

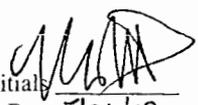
**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initial   
Date 5/21/13

**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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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.**

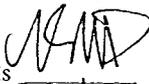
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials   
Date 5/21/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**PROFESSIONALS' HEALTH PROGRAM**

The Contractor shall provide impaired physician and physician assistant health services in the State of New Hampshire. The services that shall be provided by the Contractor are as follows:

**I. General Provisions**

The Contractor shall assist referred physicians and physician assistants in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and/or behavioral problems.

Programs that investigate reports of physician or physician assistant health or impairment problems shall be a referral resource for physicians or physician assistants with potential impairment problems.

The Contractor shall develop, administer, and monitor a treatment plan contract, which, if violated, shall be reported to the Board of Medicine ("the Board") within 7 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 physician or the physician assistant to resume the full practice of medicine.

The Contractor is responsible to the Board for all record keeping which the Board, on a yearly basis, shall monitor and all other communications necessary to keep the Board informed of the physicians, physician assistants and the program.

If a subcontracted agency or provider provides services, the Board shall, prior to any contractual agreements, approve all sub-contracts.

The Contractor shall carry out the work as described in the performance work plan submitted with the proposal and approved by the Board.

The Contractor has a program that is available to all physicians and physician assistants licensed in this state, all physicians and physician assistants seeking licensure and all resident physicians in training as required by RSA 329:13-b, V(a).

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

The Contractor shall notify the Board in writing within one month of hire, when a new administrator or coordinator is hired to work in the program. If the new hire is a licensed physician in this or any other state, notification from the licensees state must be obtained stating that the physician's license is current and in good standing. It is also required that if the physician 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 Board will also require a resume of the new hire.

## **III. Quality or Performance Improvement (QI/PI)**

The Contractor shall submit a Work Plan/Reporting Form, with the application that accurately details Continuous Quality Improvement plans and activities that monitor and evaluate the agency's progress towards performance measure targets. This would include quarterly reporting forms that demonstrate the number of hours of consultation and the consultation topics.

The detailed reports of every monitoring conducted pursuant to this section shall be confidential and not subject to RSA 91-A.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**

**PROFESSIONALS' HEALTH PROGRAM**

1. The Contractor shall provide all services, supplies, and equipment pursuant to Exhibit A – Scope of Services.
2. Upon written request from the program, the Board will disperse quarterly payments for fiscal year 2014 and fiscal year 2015. Should total enrollment decline to less than 20, the quarterly award will decline by the percent of enrollment under 20.
3. All enrollees shall pay for their own laboratory services.
4. The Board reserves the right to exercise statutory required oversight with regards to the contract.



**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

If the Contractor is a physician or a physician is in charge of this program, the following shall be provided prior to the award of this contract:

Provide proof of a NH Medical License, which is current, and in good standing, without restrictions.

Provide a valid NH driver's license.

Be Board Certified in at least one medical specialty.

Provide proof that the physician is not or has never been a member of the Professionals' Health Program.

The Board shall monitor accounts and records of any contractor or sub-contractors involved with the Professionals' Health Program, on a yearly basis.

The Board 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.

The provisions of Paragraph 14 are deleted as inapplicable. The Professional Liability Insurance coverage provided is adequate for this contract.



**BIDDER'S LIST**

NH PROFESSIONALS HEALTH PROGRAM  
P.O. Box 6274  
Amherst, NH 03031

\$300,000 FY14 & FY15



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 formed May 7, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State



RECEIVED

Client#: 40492

BEDOC SEP 14 2012

DATE (MM/DD/YYYY)  
09/12/2012

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

NH BOARD

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 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).

<b>PRODUCER</b> Eaton & Berube Insurance 11 Concord St. P.O. Box 1089 Nashua, NH 03061		<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>FAX (A/C, No):</b> 603-886-4230 <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com	
<b>INSURED</b> Sally Garhart, MD c/o Bedford Occupational & Acute Care 1 Highlander Way Manchester NH 03103		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Coverys <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability Occurrence Form</b>			223581	09/16/2012	09/16/2013	<b>\$1,000,000 Per Claim</b> <b>\$3,000,000 Aggregate</b>

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

<b>CERTIFICATE HOLDER</b> NH Board of Medicine 2 Industrial Park Drive, Suite 8 Concord, NH 03301		<b>CANCELLATION</b> 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 <i>Marc R. Berube</i>	
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New Hampshire  
Professionals Health Program

P.O. Box 6274  
Amherst, NH 03031  
603-625-2622 Fax 603-924-0161

**BOARD OF DIRECTORS**

**Michael A. Evans, MD**  
President

May 29, 2013

**Carolyn J. Murray, MD**  
Vice President

Penny Taylor  
Administrator  
NH Board of Medicine  
2 Industrial Park Drive #8  
Concord, NH 03301

**Susan M. Finerty, PA-C**  
Secretary/Treasurer

RE: contract execution

**Sally J. Garhart, MD**  
Medical Director

Dear Ms. Taylor:

**Scott G. Colby**  
Executive Vice President  
NH Medical Society

As Secretary/Treasurer of the New Hampshire Professionals' Health Program (NH PHP), I am writing to inform the NH State Board of Medicine that Dr. Michael Evans, President of the NH PHP, is authorized to execute contracts on behalf of the organization. I am submitting this affidavit as a component of the NH Board of Medicine RFP, State Fiscal Years 2014-15.

**Eric O. Hirschfeld, DDS**

Sincerely,

**George A. Messenger, DVM**

**Cinde Warmington, Esq.**

Susan Finerty, PA-C  
Secretary/Treasurer  
NH Professionals Health Program

**ADMINISTRATION**

**Deanne M. Chapman, PA-C**  
Assistant Medical Director





New Hampshire  
Professionals Health Program

*Proposal of*

**THE NEW HAMPSHIRE BOARD OF MEDICINE  
PROFESSIONALS' HEALTH PROGRAM  
State Fiscal Years 2014-2015**

NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM PROPOSAL

NEW HAMPSHIRE  
PROFESSIONALS HEALTH PROGRAM  
PROPOSAL

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## Executive Summary

The New Hampshire Professionals Health Program (hereafter "NHPHP") supported by the New Hampshire Board of Medicine (hereafter "BOM") proposes to work with physicians and physician assistants regarding substance abuse, mental health issues and/or behavioral problems. The NHPHP, a 501c3 non profit program of the NH Medical Society (NHMS), proposes that it will perform the duties of the "impaired physician and physician assistant" diversion program of the NH Board of Medicine described in RSA 329:13-b, V(b) with a Medical Director (currently Sally Garhart MD), an Assistant Medical Director (currently Deanne Chapman PA-C) overseen by the Board of Directors of the NHPHP 501c3. The NHPHP Board represents many specialties and professions with an interest in substance abuse. In addition to performing peer review, the NHPHP Board of Directors will help investigate any reports of problems, provide peer support and monitor the NHPHP's ongoing activities.

The NHPHP will be available to all licensed physicians and physician assistants in NH regardless of their location or membership status in the NHMS. Currently, 54 licensed providers are monitored by the PHP for substance abuse and disruptive behavior and an additional 5 providers are in the evaluation process. Statistics suggest that 10% of physicians (same number as the general population) have substance abuse issues and usually this condition is not recognized until after the individual has started professional training. The number of providers with mental health and behavior problems is probably much greater.

Detailed annual Quality Improvement Assessments and Quarterly reports have been designed for the BOM (see Exhibits) to show utilization and changes in the NHPHP. The NHPHP will continue to provide education to physicians, nurses, administrators and office staff about provider chemical dependence, mental health and behavioral problems. Over the past two years Dr. Garhart has provided medical education during Grand Rounds and other meetings including St. Joseph's Hospital, Portsmouth Hospital, and Southern New Hampshire Medical Center and she provided consultation to numerous New Hampshire hospitals regarding random urine drug testing policy in the wake of the Hepatitis C outbreak at Exeter Hospital. Additionally, Dr. Garhart and Katherine Bradley, Executive Director of the NH Board of Medicine,

NH Board of Medicine Professionals' Health Program -- State Fiscal Years 2014-2015

developed a collaborative presentation that was designed to raise awareness about the NHPHP and the Board. They have spoken at Dartmouth Hitchcock's Program Director Retreat, at Cheshire Medical Center's grand rounds, at St. Joseph Hospital's grand rounds, and to the DHMC psychiatry residents.

The Board of Directors of the NHPHP 501C3 will function as the oversight group to govern the financial and operational aspects of the NHPHP.

### **Agency Description**

Healthcare providers (physicians and physician assistants) are not immune to substance abuse, behavioral and psychiatric problems. "Impairment" is defined as the inability to practice medicine with reasonable skill and safety by reasons of physical or mental illness, loss of motor skills or cognitive abilities, or abuse of drugs including alcohol.

The NHPHP shall provide on-going educational forums on provider health to raise awareness of impairment, stressors and the dangers of "self-treatment" by substance abuse. No one is immune from drug or alcohol abuse. The education will stress the many hidden signs of substance abuse such as performance deterioration, personality change or overdose. Physicians in monitored treatment programs such as the NHPHP have an 85% recovery rate, drastically greater than the general population rate of less than 20%. Quarterly reports shall contain the date, location, audience and content of NHPHP outreach activities (see Exhibit).

Provider referrals, including those from the BOM, shall be made initially to the Medical Director verbally or in writing. However, all BOM referrals shall be confirmed in writing to the NHPHP with a copy sent to the provider in question. All contacts will be recorded on a quarterly Summary of Activity report (see Exhibit) without any identifying information that will be sent to the Administrator of the BOM. The NHPHP shall perform an investigation including contacting the provider, local hospital, partners, peers, family and others as appropriate and will notify the BOM on the outcome of all cases referred by the BOM and of those non BOM referred cases that do not comply with assessment or recommended treatment.

The NHPHP shall not perform treatment and shall refer individuals for appropriate formal assessment as indicated by the initial NHPHP evaluation so as to avoid any conflicts of interest. If substance abuse or disruptive behavior has been identified, the NHPHP shall write a specific treatment and monitoring contract that must be followed completely for a specific time period as stated in the contract.

The NHPHP is a diversionary program intended to direct physicians to appropriate treatment with close monitoring in lieu of disciplinary action. However, some participants may be on Settlement Agreements or have Letters of Concern from the BOM. A copy of every contract will be sent to the Administrator of the BOM. All non-compliant providers must be reported in writing immediately (within 48 hours) to the BOM and the Hospital(s) specified in the contract where there are privileges. Drug and alcohol testing will be random utilizing the most up-to-date methodology to identify substance abuse. Quality improvement reports have been developed to improve communication and address quality concerns (see Exhibit).

The NHPHP is ideally suited for dealing with provider health issues. The NHPHP Board of Directors includes physicians certified in Addiction Medicine through American Society of Addictions Medicine (ASAM) and drug testing review as Medical Review Officers (MRO), specialists in psychiatry, dentistry, internal medicine, family practice, and occupational medicine from all areas of NH are represented. Peer involvement is essential for high clinical competence and for Fair Hearing requests.

NHPHP will be an active member of the Federation of State Physician Health Programs thus gaining access to shared physician health experiences around the country.

### **Program Structure / Plan of Operation**

The NHPHP is a program with a mission of directing providers into appropriate assessment, treatment and monitoring whenever possible. The NHPHP will assist referred providers in identifying intervention resources, completing a treatment plan then monitoring the recovery process through the return to medical practice for chemical, alcohol, mental

health and/or behavioral problems. The NHPHP will strive for adequate performance measures to demonstrate high quality clinical care and accountability. The NHPHP shall work with hospital physician health committees around the state to ensure consistency, improve investigations and to prevent "hiding", "penalizing" or "firing" problem physicians at the hospital level.

#### ADMINISTRATIVE STRUCTURE:

The Bylaws of the NHPHP outlines the Board of Director functions and membership (see Attachment). The Executive Vice President of the New Hampshire Medical Society and the Medical Director of the NHPHP will be members.

#### DUTIES OF THE BOARD of DIRECTORS:

The Board of Directors shall hire and supervise a Medical Director (hereafter "Director"). The term and salary of the Director will be determined by contract with the NHPHP. The Board of Directors will consult in the hiring of staff, approve all protocols and policies of the NHPHP, approve the annual budget, provide support and consultation to the NHPHP and review all cases (in a confidential manner) referred to the NHPHP. The NHPHP Board of Directors shall constitute an appeals panel for participants requesting such from the Program.

#### DUTIES OF THE MEDICAL DIRECTOR:

The Medical Director shall report immediately to the BOM all cases where patient injury or imminent danger of injury is known or a violation of the treatment or monitoring agreement occurs. The Medical Director shall supervise the Assistant Director and any additional staff, be the point of contact for all referrals to the NHPHP, investigate all referrals directly or by delegation, contact all providers referred to the NHPHP, keep confidential records of all cases, aid in the construction of a treatment plan and execute a written monitoring agreement with participating providers. The NHPHP shall maintain a current list of acceptable assessment and treatment programs, help arrange admissions and a smooth transfer to continuing care, aid in arranging peer and biological monitoring and review all test results. The Medical Director shall advocate (BOM, insurance companies, employers, specialty boards, etc.) for the compliant provider as needed, provide consultation to the BOM as requested, provide education on physician health issues, serve as a liaison

between the NHPHP and the BOM, prepare an annual budget, present all cases to the Board of Directors and participate in national conferences on physician health issues.

**PROGRAM SUPPORT:**

The Medical Director shall oversee and assign the duties of the Assistant Director and support personnel. These duties shall include: scheduling drug testing, verifying that tests are performed within the time requirements and reviewing test results. These tasks may be divided between one or more employees.

**SCOPE:**

The NHPHP does not provide treatment because of the potential conflict of interest this would impose. It does provide a continuum of services which includes:

- 1. Identification:** Anyone may report problems to the NHPHP with as much evidence as possible. Every attempt will be made to have informants identify themselves but anonymous referrals will be accepted. But due to confidentiality regulations, they will not be advised of the disposition of the case. Referrals may be made in person, by phone or by mail. The NHPHP will maintain a secure telephone line message directing callers on how to reach the NHPHP twenty-four hours a day. All contacts will be recorded without any identifying information to track the volume and type of calls for the BOM.
- 2. Investigation:** The Medical Director or designee will make a timely response to the referral documenting detailed descriptions of the behavior(s), dates, places and other witnesses. Any referral to the NHPHP will constitute a case and a file opened. Participant case files will be kept in a secure, authenticated, HIPAA-compliant file storage hybrid cloud accessible only to the Medical Director, Assistant Director, NHPHP staff and, in the absence of the Director, the Chair of the Board of Directors of the NHPHP. After a preliminary investigation, the Director or designee may proceed with a further investigation and may contact any individual who may have knowledge or reasonably be expected to have knowledge of the alleged behavior. If a definite problem can be established, the Director shall proceed with arranging an intervention or treatment. Regardless if definite evidence of alcohol or drug abuse, mental health problems or behavioral

issues is discovered, all cases will be presented to the NHPHP Board of Directors. If during the course of the investigation the Medical Director finds evidence that an injury or imminent injury has occurred to a patient(s), a report shall be submitted to the BOM.

3. **Intervention:** After an investigation determines that a problem exists, that has or could reasonably be expected to interfere with the safe practice of medicine, the Medical Director or designee shall perform an intervention. An intervention is an interaction with a provider that is intended to result in a behavioral change. The intervention may be performed in a number of different ways, depending on the urgency of the situation, geographical distances, availability of interveners, and social support network of the provider. The Director or designee may perform the intervention alone but usually will be accompanied by the Assistant Director or one or more additional Board members of the NHPHP.
4. **Assessment:** If the intervention team of the NHPHP decides that additional assessment is required to determine whether substance abuse, medical, psychiatric or behavioral conditions exists sufficiently to cause impairment, then recommendations for an impartial appropriate assessment facility or provider are made, at the provider's expense. The assessment may require a 96-hour inpatient study by a multi-disciplinary team approach including psychiatry, medical, neuropsychiatry and addiction specialists. This assessment should establish a diagnosis and recommendations for a treatment plan. This process may be used even for those with prior participation in another State program to ensure appropriateness of the treatment and monitoring plan.
5. **Treatment:** After meeting with the provider, the Medical Director or the intervention team will discuss with the provider the next step that is appropriate based on the above criteria. If the provider refuses to cooperate at any point, the case will be immediately (within 48 hours) reported to the BOM by telephone and in writing. The level of care is determined by the severity of the illness based on multiple factors. A current list of acceptable treatment programs and providers will be maintained by the Medical Director and offered to the provider. In the event the provider elects a different mode or location of treatment, this will be given full consideration as to its adequacy. If the treatment is considered inadequate, this will be discussed with the provider but may be interpreted as a treatment refusal prompting a

report to the BOM. The Medical Director will determine when the provider can return to the active practice of medicine after consultation with the assessment or treatment team.

5. **Appeals:** All complaints concerning the NHPHP will be referred to the Board of Directors of the NHPHP. After reaching a conclusion they will prepare a report and recommend action if needed. In addition, all complaints will also be directed to the BOM. Only the BOM is responsible for provider disciplinary action.

6. **Aftercare and Monitoring:** The NHPHP will execute an agreement or contract with each participant for whom monitoring has been deemed appropriate. This agreement is a statement of the required participation in recovery or treatment activities in exchange for which the NHPHP will provide advocacy and documentation of recovery to the BOM and other organizations as needed by the provider. As long as the provider remains abstinent from alcohol and drugs, if stipulated in the agreement, and remains compliant with the entire agreement, the provider will not be reported to the BOM. The agreement may include, but is not limited to: abstinence from alcohol and drugs, except as approved by the Medical Director, continuing treatment, monitoring - peer and biologic, and support groups for a duration specified in the contract, usually five years. The contract may require psychotherapy and some type of ongoing group-recovery process.

### **Budget and Justification**

The NHPHP will provide the Program for \$150,000 a year covering all NH licensed medical doctors, doctors of osteopathy, and physician assistants, to be paid to the NHPHP in equal amounts of \$37,500 from the BOM on a quarterly basis. The expenses are detailed on the attached budget. This includes all the duties listed in this proposal. All drug testing, treatment and assessment costs will be paid by the program participants.

Additional money to fund ancillary activities of the NHPHP may be solicited from malpractice carriers and hospitals and from continuing educational programs to support outreach and preventative programs. Future staff may include a licensed drug and alcohol counselor to lead support groups.

Reporting to the Internal Revenue Service will be consistent with 501c3 federal requirements.

The Board of Directors of the NHPHP is a volunteer group with a strong commitment to the health and well-being of the providers of NH. Minutes of these meetings, with no identifiable details of active cases, shall be available to the BOM on request and are included with this application (see Exhibit). This is an extremely valuable peer review donated to the NHPHP by the Board members.

**Professionals Health Program  
BUDGET SUMMARY SHEET**

**Expenses:**

<b>Annual payment to Program Director</b>	<b>\$100,000</b>
<b>Annual payment to Program Assistant Director</b>	<b>\$50,000</b>
<b>Federation Dues and CME Expenses</b>	<b>\$ 5,700</b>

**Income:**

<b>Payment from the Board of Medicine</b>	<b>\$150,000</b>
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**SALLY J. SGARHART, MD**  
P.O. Box 6274  
Amherst, NH 03031  
(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 Recertification, May 2000, 2005, 12/2010  
Federal Aviation Administration Senior Aviation Medical Examiner and HIMS certified  
Impairment and Disability Evaluation Advanced Training, October 1999, January 2005  
Board Certified in Prevention Medicine -- Occupational Medicine, November 2002; recertified 2012  
American Board of Addiction Medicine Certification, March 2009; recertified 12/2012

## **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  
Medical Director and owner, Bedford Occupational and Acute Care, Bedford, NH 1998 to 2012  
Medical consultant 1998 to 2012: Hitchiner Manufacturing, Anheuser Busch, Peerless Insurance, Travelers Insurance, and Millipore with focus on environmental hazards, safety and OSHA compliance  
Medical consultant 2013 to present: Travelers Insurance and Millipore  
Professional Health Committee Chair, Southern New Hampshire Medical Center 1993 to 2002  
NH Medical Society Physician Health Committee Member 1995 to 2002  
Medical Director, NH Professionals Health Program (NHPHP) July 2002 to present evaluating and monitoring NH physicians, physician assistants and veterinarians with substance abuse, mental health issues and disruptive or unprofessional conduct.  
Souhegan Occupational Medicine, PLLC performing FAA examinations, fitness for duty, NH retirement system disability evaluations and consultation beginning 2013.

## **PROFESSIONAL MEMBERSHIPS**

American College of Occupational and Environmental Medicine  
New Hampshire Medical Society  
American Society of Addiction Medicine  
Federation State Physician Health Programs, Board Member 2005 to present

**Deanne M. Chapman, PA-C**

Home [REDACTED] Mobile [REDACTED]

### EDUCATION

<b>SPRINGFIELD COLLEGE</b> Physician Assistant Program Springfield, MA Bachelor of Science	Graduated 1999
<b>SPRINGFIELD TECHNICAL COMMUNITY COLLEGE</b> Continuing Education Program Springfield, MA	1993 – 1995

### TRAINING AND CERTIFICATION

<b>DUKE UNIVERSITY MEDICAL CENTER</b> Physician Assistant Division Division of Occupational and Environmental Medicine Durham, NC Graduate Studies	2003 Occupational and Environmental Medicine Certificate Program
<b>NATIONAL COMMISSION ON CERTIFICATION OF PHYSICIAN ASSISTANTS</b>	1999, PANRE 3/05
<b>BAYSTATE MEDICAL CENTER</b> Clinical Rotations Springfield, MA	1997 – 1999

### CLINICAL EXPERIENCE

<b>NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM</b> Assistant Medical Director	Dec 2004 to Present
<b>SOUHEGAN OCCUPATIONAL MEDICINE</b> Consultant/Manager	Jan 2013 to Present
<b>BEDFORD OCCUPATIONAL AND ACUTE CARE</b> <b>SALEM OCCUPATIONAL AND ACUTE CARE</b> Staff Physician Assistant	Dec 2004 to Dec 2012
<b>SOUTHERN NEW HAMPSHIRE MEDICAL CENTER</b> Director, Employee and Occupational Health Services Professional Health Committee Member	2001 to Dec 2004
<b>OCCUPATIONAL HEALTH AND REHAB, INC.</b>	2000 – 2001

### PROFESSIONAL MEMBERSHIPS

- Federation of State Physician Health Programs
- American Academy of Physician Assistants
- New Hampshire Society of Physician Assistants

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT -- 2011 Q1**

**SUMMARY OF ACTIVITY**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
NH BOM Investigator Physician	1/7/11	R/O Mental Health/Behavioral	NH BOM MRSC	No formal assessment recommended	Monitoring by NH PHP not indicated
Physician	3/4/11	Behavior/Mental Health	Self-Referred	Referred for a comprehensive multi- disciplinary assessment	Contracted 3/11
NH BOM Investigator NH AG's office Physician	3/10/11	Behavior	NH BOM	Referred for a comprehensive multi- disciplinary assessment	Contracted 3/11
NH BOM NY CPHP Physician	3/31/11	ETOH	NH BOM	Transferred monitoring agreement from NY to NH	Contracted 3/11

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** A date has been set for the Annual NH PHP Retreat. The event will be held on June 3, 2011 at SERESC in Bedford, NH. John MacDougall, Spiritual Director at Hazelden Treatment Center, will deliver a presentation entitled "The Spirituality of Hope."

Old Contracted Cases	ETOH: 24	Drug: 6	Behavior: 5	Mental Health: 4
New Contracted cases	ETOH: 1	Drug: 0	Behavior: 2	Mental Health: 0
Transferred or Discharged	ETOH: 0	Drug: 0	Behavior: 0	Mental Health: 0
Pending Contracts:	ETOH: 2	Drug: 0	Behavior: 1	Mental Health: 0
Relapses (R) and/or Acute Med Tx (AMT):	ETOH: 1	Drug: 0	Behavior: 0	Mental Health: 0
Total Contracted Cases:	42			

BUDGET SUMMARY 2011	
INCOME:	YEAR TO DATE
Payment from NHBOM	17500.00
Supplemental Income from donations	20000.00
<b>EXPENSES:</b>	
PHP Asst. Director - Salary/Insurance	10075.00
PHP Cell Phone	291.00
CME Expenses	.00
Retreat Expenses	.00
Payment to BOAC*	27134.00

\*PHP Director Salary, equipment, space, etc.

NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT - 2011 Q2

SUMMARY OF ACTIVITY

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician Assistant Family Member	4/11	ETOH	Relative	Referred to Intensive Outpatient Program (IOP)	Contracted 4/11
Hospital CMO Physician	6/11	Behavior	Hospital CMO	Recommended educational forum	Monitoring by the NHPHP not indicated
Physician Colleague Physician Hospital CEO	6/11	ETOH	Physician Colleague	Referred to inpatient treatment facility	Contracted 6/11
Physician MA PHS NH BOM	6/11	R/O ETOH	NHBOM	No indication for treatment or monitoring was identified	Monitoring by the NHPHP not indicated
Physician Family Member	6/11	ETOH/Mental Health	Relative	Referred for addictions eval with subsequent recommendations for inpatient & outpatient treatment	Contract pending

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** The NHPHP Annual Participant Retreat was held on June 3, 2011 at SERESC in Bedford, NH. John MacDougall, Spiritual Director at Hazelden Treatment Center, delivered a presentation entitled "The Spirituality of Hope." The program was well-received and the conference evaluations were extremely favorable. Dr. Garhart attended the Annual FSPHP meeting held April 24-28, 2011 in Seattle, Washington. The meeting was a terrific networking opportunity and offered many insightful lectures and toxicology updates. Deanne Chapman, PA-C, audited a Professional Boundaries Course held in Atlanta, Georgia on May 19-22, 2011. The course was developed by Professional Boundaries, Inc. and featured faculty from Acumen Assessments, Inc., and Behavioral Medicine Institute of Atlanta. Ms. Chapman also attended a 2-day addictions course sponsored by McLean Hospital and Harvard Medical School, May 6-7, 2011, in Boston, MA.

NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT - 2011 Q2

		BUDGET SUMMARY 2011				YEAR TO DATE
		Q2	Q2	Q2	Q2	Q2
Old Contracted Cases	ETOH: 25	Drug: 6	Behavior: 7	Mental Health: 4		35000.00
New Contracted cases	ETOH: 2	Drug: 0	Behavior: 0	Mental Health: 0		26000.00
Transferred or Discharged	ETOH: 0	Drug: 0	Behavior: 1	Mental Health: 0		
Pending Contracts:	ETOH: 1	Drug: 0	Behavior: 0	Mental Health: 0		
Relapses (R) and/or Acute Med Tx (AMT):	ETOH: 1	Drug: 0	Behavior: 0	Mental Health: 0		
Total Contracted Cases:	45					
INCOME:						
Payment from NHBOM			17500.00			35000.00
Supplemental Income from donations			6000.00			26000.00
EXPENSES:						
PHP Asst. Director --						
Salary/Insurance			10075.00			20150.00
PHP Cell Phone			291.00			582.00
CME Expenses			3085.00			3085.00
Retreat Expenses			2750.00			2750.00
Payment to BOAC*			27134.00			54268.00

\*PHP Director Salary, equipment, space, etc.

Respectfully Submitted by:

Deanne M. Chapman, PA-C  
 Assistant Director  
 NH Professionals Health Program

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT - 2011 Q3**

**SUMMARY OF ACTIVITY**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician NH BOM	7/12/11	R/O ETOH dependence or abuse	NH BOM	No formal assessment or treatment plan was recommended	No indication for monitoring by NHPHP
Physician NH BOM	8/30/11	Behavioral	NH BOM	Referred for a comprehensive multi- disciplinary assessment	Awaiting recommendations from the assessment
Physician	9/1/11	ETOH/Mental Health	Physician	Physician completed residential treatment program	Contracted 9/2011
Physician Physician's Attorney	9/6/11	Behavioral	Physician's Attorney	Referred for a comprehensive multi- disciplinary assessment	Awaiting recommendations from the assessment
Physician Hospital Administrators NH BOM	9/09/11	R/O Behavioral	Hospital Administrators NH BOM	Recommended live CME course on medical record keeping	No indication for monitoring by NHPHP
Physician NH BOM	9/15/11	ETOH/Behavioral	NH BOM	Referred for a comprehensive multi- disciplinary assessment	Awaiting recommendations from the assessment
Physician NH BOM	9/15/11	Behavioral	NH BOM	Referred for a comprehensive multi- disciplinary assessment	Contracted 9/11
Physician Hospital Administrators NH BOM	9/16/11	R/O Behavioral	Hospital Administrators NH BOM	No formal assessment or treatment plan was recommended	No indication for monitoring by NHPHP
Physician NH BOM	9/22/11	R/O ETOH dependence or abuse	NH BOM	No formal assessment or treatment plan was recommended	No indication for monitoring by NHPHP
Physician NH BOM	9/29/11	Mental Health	NH BOM	Advised to seek additional assistance/recommendations from CPEP about retraining	No indication at this time for monitoring by NHPHP

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** Dr. Garhart and Katherine Bradley, Executive Director of NH Board of Medicine, will be developing a collaborative presentation designed to raise awareness about the NHPHP and the NHBOM. The lectures will be delivered at hospital grand rounds and health professional meetings throughout the State starting in October of 2011.

<b>BUDGET SUMMARY 2011</b>					
	<b>Q3</b>	<b>YEAR TO DATE</b>			
<b>INCOME:</b>					
Payment from NHBOM	37500.00	72500.00			
Supplemental Income from donations	0.00	26000.00			
<b>EXPENSES:</b>					
PHP Asst. Director --					
Salary/Insurance	10075.00	30225.00			
PHP Cell Phone	291.00	873.00			
CME Expenses	0.00	3085.00			
Retreat Expenses	0.00	2750.00			
Payment to BOAC*	37500.00	112500.00			
<b>*Includes salaries (Director &amp; Asst Director), equipment, space, etc.</b>					

	ETOH: 28	Drug: 6	Behavior: 7	Mental Health: 4
Old Contracted Cases				
New Contracted cases	ETOH: 1	Drug: 0	Behavior: 1	Mental Health: 0
Transferred or Discharged	ETOH: 3	Drug: 0	Behavior: 0	Mental Health: 0
Pending Contracts:				
Relapses (R) and/or Acute Med Tx (AMT):	ETOH: 1	Drug: 0	Behavior: 2	Mental Health: 0
Total Contracted Cases:	ETOH: 1	Drug: 1	Behavior: 0	Mental Health: 0
	43			

**Respectfully Submitted by:**

Deanne M. Chapman, PA-C  
 Assistant Director  
 NH Professionals Health Program

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT -- 2011 Q4**

**SUMMARY OF ACTIVITY**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician NH BOM	11/1/11	Behavioral	NH BOM	No formal assessment or treatment plan was recommended	No indication for monitoring by NHPHP
Physician NH BOM	11/18/11	ETOH/Behavioral	NH BOM	Referred for a comprehensive multi-disciplinary assessment	Awaiting physician's decision to schedule the assessment
Physician Ex-Spouse	11/21/11	Substance use d/o Mental Health	Self-Referral	Referred for detox and residential treatment	Contract pending
Physician NH BOM	12/16/11	Behavioral/hx of substance use d/o	NH BOM	Referred for a comprehensive multi-disciplinary assessment	Awaiting recommendations from the assessment

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** The NE Regional FSPHP meeting was held on 10/13/11 at the Massachusetts Medical Society in Waltham, MA. Most of New England's PHP chapters were represented and the program served as an excellent networking opportunity. Dr. Garhart attended a Mass PHS sponsored program on 10/14/11 entitled; Caring for Caregivers. On 10/31/11, Dr. Garhart and Katherine Bradley, Executive Director of the NHBOM, presented an overview of the NHPHP/NHBOM at the DHMC Program Director's Retreat.

	ETOH:27	Drug: 6	Behavior: 10	Mental Health: 4
Old Contracted Cases				
New Contracted cases	ETOH: 0	Drug: 0	Behavior: 0	Mental Health: 0
Transferred or Discharged	ETOH: 2	Drug: 0	Behavior: 0	Mental Health: 0
Pending Contracts:	ETOH:1	Drug:1	Behavior:1	Mental Health: 0
Relapses (R) and/or Acute Med Tx (AMT):	ETOH: 0	Drug: 0	Behavior: 0	Mental Health:0
Total Contracted Cases:	45			

BUDGET SUMMARY 2011	
INCOME:	YEAR TO DATE
Payment from NHBOM	37500.00
Supplemental Income from donations	0.00
<b>EXPENSES:</b>	
PHP Asst.Director -- Salary/Insurance	10075.00
PHP Cell Phone	291.00
CME Expenses	0.00
Retreat Expenses	0.00
Payment to BOAC*	37500.00

\*Includes salaries (Director & Asst Director) equipment, space, etc.

**QI 2011/2012**

Objective	Key Indicators Performance Measures	Findings	Action	Effectiveness of Change/ Action Objective	2011
Clinical Quality	Decreased relapse rates in 2011 and 2012	Lab testing and consistent participant communications			
Administrative Function	Outreach to hospitals through speaking engagements and CME events		Active participation at the Annual Medical Society Conference and collaborative presentations with the Executive Director of the NH Board of Medicine at NH Hospital grand rounds and administrative retreats.		
Quarterly Reports	Showing 20% increase of new referrals between 7/2010 and 7/2012 and successfully discharged participants				
Average number of monitored physicians & physician assistants	2011 = 44 2012 = 50				
Number of New Contracts	2011 = 7 2012 = 9		Hospital presentations generated referrals		
Relapse Rate 2011 = 9% 2012 = 8%	Positive drug test and/or non compliance with contract	4 relapses/reports to the NH BOM per year	Tx plan intensified	Advanced lab technology (PETHstat) has assisted to confirm ETOH relapses	

**Professionals' Health Program  
EDUCATIONAL PROGRAM/CME SUMMARY 2011/2012**

- 4/2011 Federation of State Physician Health Programs' Annual Meeting, Seattle, WA
- 5/2011 Professional & Sexual Boundaries course, Professional Boundaries Inc., Atlanta, GA
- 5/2011 Addiction Medicine 2011, McLean Hospital & Harvard Medical School, Boston, MA
- 6/2011 Annual NH PHP Participant Retreat – Speaker John MacDougall, Spiritual Director at Hazelden Treatment Center
- 10/2011 Dartmouth Hitchcock Medical Center – DHMC Program Director's Retreat, Lebanon, NH
- 10/2011 NE Federation of State Physician Health Programs' Fall Meeting, Mass Medical Society, Waltham, MA
- 10/2011 NH Medical Society – Presentation at Annual Conference
- 11/2011 Cheshire Medical Center – Presentation at Grand Rounds
- 11/2011 Southern New Hampshire Medical Center, Nashua, NH -- presentation to MEC
- 4/2012 Federation of State Physician Health Programs' Annual Meeting, Fort Worth, TX
- 4/2012 Annual NH PHP Participant Retreat – Presented by Drs' John Rodolico & Michael Hollander from McLean Hospital
- 5/2012 St Joseph Hospital, Nashua, NH – presentation to MEC
- 5/2012 Dartmouth Hitchcock Medical Center – presentation to psychiatry residents
- 10/2012 NE Federation of State Physician Health Programs' Fall Meeting, Providence, RI
- 10/2012 NH Medical Society – Presentation at Annual Conference

**NH PHP Board of Directors Meeting Minutes**  
**January 3, 2012**  
**NHMS, Concord, NH**

**Board Members:**

*Present:* Drs' Garhart, Murray, Messenger & Hirschfeld; Susan Finerty, PA-C; Scott Colby, ExecVP, NHMS; Cinde Warmington, Esq.

*Others Present:* Deanne Chapman, PA-C

*Absent:* Dr. Evans

**Proceedings:**

- *Meeting called to order* at 6:00 p.m. by NH PHP President, Dr. Evans
- Agenda was distributed
- Minutes of 9/16/11 meeting were reviewed and accepted.

*NH PHP Directors Report:*

Dr. Garhart announced that she and Kathryn Bradley, NH Board of Medicine Executive Director, have developed a presentation designed to raise awareness of the services of the NHPHP and the NH BOM. They will be offering this collaborative presentation to all hospitals and large practice groups throughout New Hampshire. Dr. Mark Bertrand from DHMC invited Dr. Garhart and Ms. Bradley to speak at the DHMC Program Director's Retreat on 10/31/11 and the presentation was well received. No additional talks have been scheduled at this time.

*Other Business:*

Ms. Warmington distributed a revised draft of the *New Hampshire Professionals Health Program Agreement for Services* for review by the Board. She included an indemnification provision and recommended changing the name of the contract to better represent the content and spirit of the agreement. The Board approved Ms. Warmington's suggestions and requested that she develop a new contract that includes the proposed changes and circulate the document electronically to all Board members for final approval.

Ms. Finerty affirmed that the NHPHP has entered into an agreement with Merrimack Valley Tax Associates to assume nearly all of the accounting responsibilities previously handled by the Treasurer. Ms. Finerty will remain in possession of the NHPHP checkbook, but all other accounting responsibilities will be transferred to MVTA and they will provide the Board with a quarterly financial statement.

The 2011-Q4 Summary of Activity report was reviewed by the Board. Several Board members suggested that the budget table be simplified to include total funds paid in from the NHBOM and total funds paid out to BOAC without line item analysis of salaries, cell phones and/or CME expenses. The revised changes will be reflected on the 2012-Q1 Summary of Activity report.

Case reviews by Dr. Garhart

Next meeting scheduled for April 13, 2012

**NH PHP Board of Directors Meeting Minutes**  
**April 13, 2012**  
**NHMS, Concord, NH**

**Board Members:**

*Present:* Drs' Garhart, Evans, Murray, Messenger & Hirschfeld; Susan Finerty, PA-C; Scott Colby, ExecVP, NHMS

*Others Present:* Deanne Chapman, PA-C

*Absent:* Cinde Warmington, Esq.

**Proceedings:**

- *Meeting called to order* at 7:00 a.m. by NH PHP President, Dr. Evans
- Agenda was distributed
- Minutes of 1-3-12 meeting were reviewed and accepted.

*NH PHP Directors Report:*

Dr. Garhart informed the Board that she has been approached by the Executive Director of the NH Board of Nursing (NHBON), Denise Nies regarding utilization of the NHPHP for monitoring services of NH nurses. Ms. Nies plans to put a proposed agreement with the NHPHP before the Nursing Board on 4/17/12. The proposed services would begin in July of 2012. The NHPHP's Board is prepared to endorse a proposal to enter into a contract with the NHBON provided the conditions and budget structure are amenable.

The NH Mental Health Board has also re-approached the NHPHP regarding contracted monitoring services for licensed mental health professionals. They proposed an agreement that would provide monitoring on a fee-for-service basis. The NHPHP Board declined a proposal for single case agreements.

*Other Business:*

Ms. Warmington's distribution of a revised version of the *New Hampshire Professionals Health Program Agreement for Services* has been tabled to the next meeting.

Ms. Finerty notified the Board of a letter received from the IRS requesting additional information regarding the filing of last year's taxes. Ms. Finerty intends to respond to the IRS promptly and a copy of her response letter will be made available at the next Board meeting. An updated financial statement was not prepared for today's meeting.

Dr. Hirschfeld informed the Board that he has been notified about a dentist with substance use problems that is currently not working. Dr. Hirschfeld notified the NH Board of Dental Examiners (NHBODE) about the case, but did not identify the individual. The NHPHP Board recommends that Dr. Hirschfeld review the ADA Practice Act and that he report the dentist to the NHBODE immediately to release his personal liability in this situation.

Case reviews by Dr. Garhart

Next meeting scheduled for July 31, 2012

**NH PHP Board of Directors Meeting Minutes**  
**July 31, 2012**  
**NHMS, Concord, NH**

**Board Members:**

*Present:* Drs' Garhart, Evans, Murray, Messenger & Hirschfeld; Susan Finerty, PA-C; Cinde Warmington, Esq.

*Others Present:* Deanne Chapman, PA-C

*Absent:* Scott Colby, ExecVP, NHMS,

**Proceedings:**

- *Meeting called to order* at 6:00pm by NH PHP President, Dr. Evans
- Agenda was distributed
- Minutes of 4-13-12 meeting were reviewed and accepted.

*NH PHP Directors Report:*

Dr. Garhart updated the Board regarding the proposed contract for monitoring services with the NH Board of Nursing (NHBON). The NHBON proposed a 1 year agreement of monitoring services with the NHPHP for an annual fee of 1K/year. Dr. Garhart declined the proposal and indicated that the annual fee would have to be proportionate to the number of licensed NH nurses in order to be reconsidered. Denise Nies, NHBON Executive Director, advised that they would take this information back to their Board for further discussion.

Dr. Garhart announced that the NHPHP electronic files will be transferred to a cloud-based storage system managed by Egnyte. The NHPHP hybrid cloud will provide authenticated, secure, HIPAA compliant file storage and will cost approximately \$24.00/month. The files, currently stored on BOAC's server will be transferred by 11/1/12. Cinde Warmington assisted in the Egnyte vetting process by recommending a close analysis of their privacy and medical data security practices. A copy of the Egnyte Business Associate Agreement for covered entities will be distributed at the next Board meeting.

NHPHP plans to write a proposal to the NH Charitable Foundation requesting financial support to revise the NHPHP website and to create a benevolent fund for NHPHP participants with insufficient assets or income to afford treatment.

*Other Business:*

Ms. Warmington's distributed of a revised version of the *New Hampshire Professionals Health Program Agreement for Services*. Minor changes were suggested and a final version will be sent to BOAC for execution by the parties. A motion was made and passed by the Board to accept the agreement.

Ms. Finerty provided a review of the NHPHP financials. Ms. Warmington suggested rolling 85K to 100K of the total capital into a money market fund to earn more interest. A motion was made and accepted approving the financial statement.

Ms. Finerty recommended that the NHPHP give power of attorney to Merrimack Tax Associates so that they can speak to the IRS on our behalf. Paul Belfiore, EA, of MTA will file a Federal Unemployment Tax form stating that the NHPHP does not have employees. Ms. Finerty intends to respond to the IRS promptly and a copy of her response letter will be made available at the next Board meeting.

Dr. Garhart requested that the Board consider increasing the base salary of Deanne Chapman, the NHPHP Assistant Director, from 38K to 50K. Ms. Chapman has been a contracted NHPHP employee since 1994 and has not received a compensation increase since that time. A motion was made and accepted to increase Ms. Chapman's salary to 50K effective 11/1/12.

Case reviews by Dr. Garhart

Next meeting scheduled for November 16, 2012

**NH PHP Board of Directors Meeting Minutes**

**November 16, 2012**

**NHMS, Concord, NH**

**Board Members:**

*Present:* Drs' Garhart, Evans, Murray, & Hirschfeld; Susan Finerty, PA-C; Cinde Warmington, Esq.; Scott Colby, ExecVP, NHMS

*Others Present:* Deanne Chapman, PA-C

*Absent:* George Messenger, DVM

**Proceedings:**

- *Meeting called to order* at 7:00am by NH PHP President, Dr. Evans
- Agenda was distributed
- Minutes of 7/31/12 meeting were reviewed and accepted.

***NH PHP Directors Report:***

Dr. Garhart updated the Board regarding an exit strategy for terminating employment and the service agreement between BOAC and the NHPHP. A letter has been written and sent to Tom Callahan, managing partner of BOAC, stating that the separation will take effect on 12/31/12.

The Board encouraged Dr. Garhart to establish her own PLLC effective 1/1/13 and to develop a new service agreement between that corporation and the NHPHP. They suggested that Deanne Chapman become an employee of the new PLLC and, as employees of the corporation, both Dr. Garhart and Ms. Chapman would continue to contract their services to the NHPHP without any lapse in coverage. Dr. Garhart agreed to investigate all practical options for the transition of services and will implement a process as soon as possible.

The NHPHP files were successfully transferred to a cloud-based storage system managed by Egnyte on 10/31/12. The Egnyte business associate agreement was distributed to all Board members for review. The document was signed and executed by Deanne Chapman, PA-C, on 11/16/12. However, the Board is uncertain if her signature is binding since she is not a Board member or officer, nor is she empowered by the Board to execute documents on their behalf. Dr. Garhart will obtain a copy of Egnyte's user agreement and will forward to Cindi Warmington for review.

A copy of the NH Hospital Association lease agreement was distributed to all Board members for review. The NHHA agrees to lease space to the NHPHP for \$100/month, effective 1/1/13. Dr. Garhart signed and executed this document on 12/15/12 on the Board's behalf. With consideration given to the two binding documents recently signed by Ms. Chapman and Dr. Garhart, the Board voted to direct, empower and authorize Dr. Garhart to execute such agreements on behalf of the NHPHP.

***Other Business:***

A review of the financials was tabled to the next meeting to allow Merrimack Tax Associates time to prepare a report. Ms. Chapman requested permission from the Board to transfer all accounting and accounts payable responsibilities to Merrimack Tax Associates. The Board agreed to relinquish responsibility to MTA for a reasonable monthly fee. They requested to see a copy of the service agreement at the next meeting.

Case reviews by Dr. Garhart

Next meeting scheduled for February 21, 2013

BYLAWS  
OF  
NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM

As Amended and Restated

**ARTICLE I**

Name

The name of this Corporation, a New Hampshire non-profit corporation, shall be New Hampshire Professionals Health Program (the "Corporation").

**ARTICLE II**

Location

Section 2.1. The principal office of the Corporation for the transaction of its business is located at the address as set forth in the Articles of Agreement.

Section 2.2. The Corporation may also have offices at such other places, within or without the State of New Hampshire, where it is qualified to do business, as its business may require and as the Board of Directors may from time to time designate.

**ARTICLE III**

Powers and Purposes

Section 3.1. Purpose. The Corporation's purposes are as stated in its Articles of Agreement.

Section 3.2. Powers. The Corporation shall have all the powers necessary to carry out the foregoing purposes and all the powers of non-profit corporations organized under the laws of the State of New Hampshire.

Section 3.3. Limitations.

(a) The Corporation shall not discriminate on the basis of age, race, color, sex, financial status, or national origin (i) in the persons serviced, or in the manner of service; (ii) in the hiring, assignment, promotion, salary determination, or other conditions of staff employment; or (iii) in the membership of its Board of Directors.

(b) The Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a

corporation which is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor provision.

(c) The Corporation is not organized for pecuniary profit and shall not have any capital stock. No part of its net earnings or of its principal shall inure to the benefit of any officer, director or member of the Corporation, or any other individual, partnership or corporation, but reimbursement for expenditures or the payment of reasonable compensation for services rendered shall not be deemed to be a distribution of earnings or principal.

(d) If the Corporation is determined to be a private foundation, (i) it will not engage in any act of self-dealing which would give rise to any liability for the tax imposed by Section 4941 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; (ii) it will distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; (iii) it will not retain any excess business holding which would give rise to any liability for the tax imposed by Section 4943 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; (iv) it shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws; and (v) it shall not make any taxable expenditures which would give rise to any liability for the tax imposed by Section 4945 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

(e) No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publishing or distribution of statements) any political campaign of any candidate for public office.

3.4 Personal Views. The Corporation is not responsible for the personal views expressed by any of its employees, officers, Directors or other participants unless these views have been affirmed or ratified by the Board of Directors.

#### ARTICLE IV

##### Members

The Corporation shall have no members.

## ARTICLE V

### Directors

Section 5.1. Management by Directors. The Board of Directors shall have all of the powers, rights, responsibilities and duties of directors under the laws of the State of New Hampshire. The Directors shall be responsible for the control and management of the affairs of the Corporation. No expenditures of money shall be made and no contracts or other obligations shall be entered into unless previously authorized by vote of the Directors or by some committee or officer to which such authority has been given. However, if the Board of Directors shall subsequently ratify any expenditure or contract that had not been previously authorized, the Corporation shall then be bound.

Section 5.2. Number. There shall be a Board of Directors of the Corporation of not less than five (5) persons and not more than fifteen (15) persons (the "Board" or "Board of Directors"). At all times, the Board shall include at least five (5) unrelated persons.

Section 5.3. Election. The initial Board of Directors of the Corporation shall be elected by the Incorporators, who shall serve until the first annual meeting of the Board of Directors. Thereafter, the Directors of the Corporation shall be appointed or elected as provided in these Bylaws. Board members who are elected by the Board shall be elected at the Board of Directors' annual meeting or at a special meeting called for that purpose at such time as the Directors shall determine. An affirmative vote of a majority of the Directors is required to elect a Director. At all times, the Board of Directors shall include:

The Executive Vice President of the New Hampshire Medical Society, a New Hampshire non-profit corporation, who shall be designated by the New Hampshire Medical Society.

The current Medical Director of the Corporation.

Three (3) Physicians, who shall be elected by the Board from among individuals nominated by the New Hampshire Medical Society, if such person is acceptable to the Board. In the event the Board does not approve of the individuals nominated by the New Hampshire Medical Society, the Board will request that one or more other individuals be nominated. In the event the New Hampshire Medical Society does not then nominate individuals acceptable by the Board after such request, the Board may elect physicians not nominated by the New Hampshire Medical Society. The Board shall request nominations from the New Hampshire Medical Society not less than thirty (30) days prior to the Board of Director's annual meeting or special meeting called for the purpose of electing Directors.

One (1) Physician Assistant, who shall be elected by the Board from among one or more individuals nominated by the New Hampshire Society of Physician Assistants, if such person is acceptable to the Board. In the event the Board does not approve of the individual(s) nominated by New Hampshire Society of Physician Assistants, the Board will request that one or more other individuals be nominated. In the event New Hampshire Society of Physician Assistants does not then nominate an individual acceptable by the Board after such request, the Board may elect someone not nominated by New Hampshire Society of Physician Assistants, and who does not have to be a physician's assistant. The Board shall request nominations from New Hampshire Society of Physician Assistants not less than thirty (30) days prior to the Board of Director's annual meeting or special meeting called for the purpose of electing Directors.

One (1) Dentist, who shall be elected by the Board from among one or more individuals nominated by the New Hampshire Dental Society, if such person is acceptable to the Board. In the event the Board does not approve of the individual(s) nominated by New Hampshire Dental Society, the Board will request that one or more other individuals be nominated. In the event New Hampshire Dental Society does not then nominate an individual acceptable by the Board after such request, the Board may elect someone not nominated by New Hampshire Dental Society, and who does not have to be a dentist. The Board shall request nominations from New Hampshire Dental Society not less than thirty (30) days prior to the Board of Director's annual meeting or special meeting called for the purpose of electing Directors.

One (1) representative from each professional organization not represented above which contracts with the Corporation for the Corporation to provide health services to the professional organization's members. Such representative(s) shall be elected by the Board from among one or more individuals nominated by such professional organization(s) which contract with the Corporation, if such person is acceptable to the Board. In the event the Board does not approve of the individual(s) nominated by such professional organization, the Board will request that one or more other individuals be nominated. In the event such professional organization does not then nominate an individual acceptable by the Board after such request, the Board may elect someone not nominated by such professional organization, and who does not have to be a member of the profession of such professional organization. The Board shall request nominations from such professional organization(s) not less than thirty (30) days prior to the Board of Director's annual meeting or special meeting called for the purpose of electing Directors.

Section 5.4. Term. *Ex-officio* members of the Board of Directors shall serve so long as they hold their respective offices or positions. All remaining Directors shall serve for a term of three (3) years or until their successors are elected and qualified. The terms of the Directors who are elected by the Board of Directors or designated by other parties or entities shall be staggered so that one-third (1/3) of the total number of Directors shall be elected annually. Upon expiration of a Director's term, he or she shall be eligible for re-election.

Section 5.5. Vacancies. Any vacancies among the Board of Directors shall be filled by the Board of Directors in the case of the Board members who are elected by the Board. The Board is not required to request nominations prior to filling such vacancy nor does the person filling such vacancy need to be a member of the same profession as the member's predecessor in office. A Director elected to fill a vacancy shall be elected for the unexpired term of the member's predecessor in office.

Section 5.6. Removal. The organization and the Board of Directors are committed to resolving any conflict between board members where possible. However, any Director may at any time be removed from office for any cause deemed sufficient by the Board of Directors by the affirmative vote of a majority of the full number of Directors acting at a meeting of the Board of Directors.

Section 5.7. Resignation. Any Director may resign at any time by giving written notice to the President or the Secretary. Any such notice shall take effect as of the date of the receipt of such notice or at any later time specified in the notice.

Section 5.8. Compensation. Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing contained in these Bylaws shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation from such service.

## ARTICLE VI

### Meetings of the Directors

Section 6.1. Annual Meeting. The annual meeting of the Board of Directors shall take place at such time and on such date during the month of September of each year at the principal offices of the Corporation, or at such other time, date, or place in New Hampshire, as the Board of Directors or the President shall determine. The purpose of the annual meeting shall be to elect Directors and the officers of the Corporation, and to receive the reports of officers and committees of the Board of Directors, and to transact such other business as may properly come before the meeting.

Section 6.2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the President.

Section 6.3. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any three (3) Directors on seven (7) days notice.

Section 6.4. Notice of Meetings. The business to be transacted at, and the purpose of, any regular or special meeting of the Board of Directors shall be specified in

the notice of the meeting, but no such specification is required in a waiver of notice of such meeting. Notice shall be given at least seven (7) days in advance of the meeting in accordance with the provisions of Article VII.

Section 6.5. Alternate Forms of Meetings.

(a) Conference Calls. The members of the Board of Directors, or any committee or subcommittee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment. Participation by this means shall constitute presence by the person at the meeting.

(b) Telephone Polls and Electronic Mail. The members of the Board of Directors or any committee or subcommittee of the Board may also take an action if two-thirds of those qualified to vote approve the action via telephone poll conducted by the Chair or any officer designated by the Chair to conduct such poll or by electronic mail. The exact text of the action to be voted upon shall be read or sent to the Directors, committee or subcommittee members entitled to vote on the matter and the vote of each Director, committee or subcommittee member shall be recorded. The results of any telephone poll or vote by electronic mail shall be presented to and reviewed by the members of the Board of Directors, the committee or subcommittee, respectively, at their next regularly scheduled meeting following the poll or vote. The Board of Directors may require each Director who has voted by electronic mail to provide a printed copy of the electronic mail showing his or her vote and signature to the Chair of the Board by the next meeting.

(c) Action by Unanimous Consent. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by all of the Directors and filed by the Secretary with the minutes of the meetings of the Board of Directors.

(d) Ratification. Actions taken by the Board of Directors pursuant to Sections 6.5 of these Bylaws shall be valid when taken, but shall be reviewed and ratified at a subsequent regular or special meeting of the Board of Directors.

Section 6.6. Record of Meetings. The Secretary or other person designated by the Board of Directors shall keep a record of the meeting.

Section 6.7. Quorum; Vote Required. A majority of Directors shall constitute a quorum for the transaction of business at a meeting of Directors, and, unless otherwise provided for by law or these Bylaws, the act of the majority of the Directors present and voting at any meeting at which a quorum is present shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors

present at the meeting may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

## ARTICLE VII

### Notice

Section 7.1. General. Whenever under the provisions of law or these Bylaws, notice is required to be given to any Director or Officer, such notice must be given in writing, either by personal delivery, facsimile with confirmed receipt, courier, postal service, or electronic mail with confirmed receipt, addressed to such Director or Officer at his or her address as it appears on the records of the Corporation, with postage or other delivery fees thereon prepaid, if applicable. Notice by mail shall be deemed to be given at the time it is deposited in the United States mail.

Section 7.2. Waiver. Whenever any notice is required to be given by law or by these Bylaws, a waiver of notice signed by the person or persons entitled to such notice, whether before or after the time stated in these Bylaws, shall be deemed equivalent to the giving of such notice. Attendance at a meeting either in person, or if applicable, by proxy, of a person entitled to notice shall constitute a waiver of notice of the meeting unless he or she attends solely for the purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called or convened.

## ARTICLE VIII

### Officers and Agents

Section 8.1. Officers. The officers of the Corporation shall include a President, a Vice President, a Secretary, and a Treasurer.

Section 8.2. Other Officers and Agents. By the affirmative vote of a majority of the Board of Directors, the Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 8.3. Election; Term of Officers; Vacancies. The Board of Directors shall elect the officers of the Corporation at their annual meeting by the affirmative vote of a majority of the Directors. The officers of the Corporation shall hold office for terms of two (2) years or until their successors are elected and qualified. Any individual shall be eligible for election as an officer. The Organization and the Board of Directors are

committed to resolving any conflicts between Board Members where possible. However, any officer elected or appointed by the Board of Directors may be removed from office at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Directors. A person may hold more than one office except the President may not also be Vice-President.

Section 8.4. The President. The President shall preside at meetings of the Board of Directors, shall be responsible for the day-to-day management of the Corporation, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.5. The Vice President. The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.6. Secretary. The Secretary or other person designated by the Board of Directors to keep the minutes of all meetings the Board of Directors, and shall perform all other duties usually incident to the office. The Secretary or other person designated by the Board of Directors shall issue notices of annual and special meetings of the Board of Directors.

Section 8.7. Treasurer. The Treasurer shall receive, keep records, and safely keep and disburse the funds of the Corporation, subject to the direction of the Board of Directors. The Treasurer, or in his or her absence another officer of the Corporation, shall deliver a report at each meeting of the Directors and shall deliver an annual report at the annual meeting of the members. At their discretion the Directors may require the Treasurer, or any other officer authorized by the Board of Directors to sign checks, to give a bond. The bond shall be in such sum and with such sureties as the Directors require. The Board may also direct the Corporation to pay the cost of the premiums for the bond.

Section 8.8. Removal. The Organization and the Board of Directors are committed to resolving any conflicts between Board Members and officers where possible. However, any officer may at any time be removed from office for any cause deemed sufficient by the Board of Directors by the affirmative vote of a majority of the full number of Directors acting at a meeting of the Board of Directors.

Section 8.9. Resignation. Any officers may resign at any time by giving written notice to the Board, the President or the Secretary. Any such notice shall date effect as of the date of the receipt of such notice or at any later time specified in the notice.

## ARTICLE IX

### Committees

The Board of Directors may designate such committees as they deem necessary for the efficient conduct of the business of the Corporation. The members of such committees shall include at least one (1) member of the Board of Directors and such other individuals designated by the Board. Such committees may be discontinued when no longer necessary. Each such committee shall present a written report at the annual meeting of the Board of Directors. Committees shall not act on behalf of the Corporation without specific authorization from the Board.

## ARTICLE X

### Conflict of Interest

Each Director, Officer, or Committee member shall have an affirmative duty to disclose to the Corporation each transaction with the Corporation that would be a Pecuniary Benefit Transaction (as defined by RSA 7:19-a) as to that Officer, Director, or Committee member, and shall be prohibited from participating in the discussion or voting on the transaction. The Corporation shall enter into Pecuniary Benefit Transactions only in accordance with the applicable provisions of RSA 7:19-a, as they may exist from time to time. Every new member of the Board of Directors shall be advised of this policy by the President before or upon becoming a Director and shall sign a statement acknowledging these requirements. The Directors may develop and adopt further policies regarding Conflict of Interest, consistent with this section and the law of New Hampshire and of the United States.

## ARTICLE XI

### Contributions and Depositories

Section 12.1. Voluntary Contributions. The Corporation may accept gifts, grants, legacies and contributions from any source including persons, corporations, trusts, charities, and governments and governmental agencies.

Section 12.2. Depositories. The Board of Directors shall determine what depositories shall be used by the Corporation as long as such depositories are located within the State of New Hampshire and are authorized to transact business by the State of New Hampshire and are federally insured. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the officer or officers, agent or agents of the Corporation, and in such

manner as shall be from time to time determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer.

## ARTICLE XII

### Prohibited Activities and Dissolution

Section 13.1 Disposition of Assets upon Dissolution. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of the Corporation's liabilities and obligations, distribute all of the Corporation's assets for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by the Probate Court of Merrimack County, New Hampshire, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. No Director, officer, employee or person connected with the Corporation shall be entitled to share in the distribution of any of the Corporation's assets or property upon its dissolution.

Section 13.2 Prohibited Uses of Corporate Funds. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, Directors, officers, members (if any), or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 13.3. Directors' and Officers' Liability. Notwithstanding any other provisions of these Bylaws, no Director or Officer of the Corporation shall be personally liable to pay the liabilities of the Corporation.

## ARTICLE XIII

### General

Section 14.1. Fiscal year. The Corporation shall operate on a fiscal year ending June 30<sup>th</sup> of each year.

Section 14.2. Execution of Contracts and Documents. All contracts and evidence of debt may be executed only as directed by the Board of Directors. The President and the Treasurer or other agents authorized by the Board of Directors shall execute, in the name of the Corporation all contracts or other instruments so authorized by the Board of Directors.

Section 14.3 Payment for Goods and Services. Payment for any services rendered or materials provided to the Corporation shall be made only upon authorization of the Board of Directors. Payment by means of check or other instrument of indebtedness requiring a signature shall be signed by the Treasurer, or such other agent authorized by the Board of Directors. Any payment exceeding \$1,000.00, or such other amount as the Board of Directors shall set from time to time, shall be countersigned by a second Officer.

Section 14.4. Provisions Relative to Directors and Officers. In the absence of bad faith, no contract or transaction by this Corporation shall be void, voidable, or in any way affected by reason of the fact that the contract or transaction is (a) with one or more of its Directors or Officers, (b) with a corporation, organization or other concern in which a Director or Officer of this Corporation is an officer, Director, employee or in any way interested, or (c) one in which a Director or officer of this Corporation is in any way interested. In the absence of bad faith, no Director or officer of this Corporation shall be liable to this Corporation or creditor of this Corporation or to any person for any loss incurred by reason of such contract or transaction or be accountable for any gains or profits realized as a result of such contract or transaction so long as the transaction has been approved in accordance with the provisions of these Bylaws.

## ARTICLE XIV

### Indemnification

The Corporation may indemnify a person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving in another capacity at the request of the Corporation, up to the full extent authorized by law, and may from time to time purchase and maintain insurance to protect itself and such persons against liability.

**ARTICLE XV**

Amendments

These Bylaws may be amended or repealed or new Bylaws adopted by the Directors at any meeting by the affirmative vote of two-thirds (2/3) of all the Directors of the Corporation, provided notice of the proposed change is given in the notice and not less than one month prior to such meeting. No amendment of the Bylaws may be made, or if made will be effective, if such amendment would effect the Corporation's qualification as a tax-exempt organization pursuant to section 501(c)(3) of the Code, as modified.

ADOPTED: December 14, 2007



\_\_\_\_\_  
Michael Evans, MD, Secretary



P.O. Box 6247, Amherst, NH 03031 | 603-491-5036 or 603-361-5446 | Fax 603-924-0161 | www.nhphp.org

April 10, 2013

Mark Sullivan, PA-C  
President  
New Hampshire State Board of Medicine  
2 Industrial Park Drive #8  
Concord, NH 03301

RE: RFP requirement – NH PHP

Dear Mr. Sullivan:

As Assistant Medical Director of the New Hampshire Professionals' Health Program (NH PHP), I am writing to inform the NH State Board of Medicine that Dr. Sally Garhart, Medical Director of the NH PHP, is not under contract with the NH PHP, nor has she ever been a past participant of the program. She is not in recovery and has never exhibited any traits or behaviors consistent with a substance use disorder or mental health condition. I am submitting this affidavit as a component of the NH Board of Medicine RFP, State Fiscal Years 2014-15 (Exhibit "C" Special Provisions).

Sincerely,

Deanne M. Chapman, PA-C  
Assistant Medical Director  
New Hampshire Professionals Health Program

NH Board of Medicine Professionals' Health Program -- State Fiscal Years 2014-2015



View and Update Your Directory Listing

[ home ]

The MROCC Database has the following information for your listing.  
It is your responsibility to keep this listing updated.



do not attempt to update your information here - use the link at the bottom of your listing

Name:	Sally J. Garhart, M.D.
Company:	Bedford Occupational and Acute Care
Address:	20 Washington Place
Address cont:	
City:	Bedford
State:	NH
Country:	
Postal Code:	03110
Phone#:	(603) 625-2622
Fax#:	(603) 626-1816
Email:	sgarhart@bedfordboac.com
Certification:	1009025
Expiration Date:	12/31/2015
Seeks New Clients:	
Personal Web Page:	

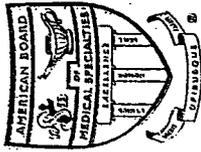
You may also:

- ✓ Print your Verification of Certification letter [here](#)
- ✓ Update Your Contact Information/Address [here](#)
- ✓ Change You Identification # (from Social Security #) [here](#)
- ✓ Order an MRO Certificate [here](#)
- ✓ Order a Professional Highlight Web Page [here](#)



# The American Board of Preventive Medicine

Incorporated



*Organized to Encourage the Study, Improve the Practice  
and Advance the Cause of Preventive Medicine*

*This Certifies that*

**Sally J. Garhart, PhD**

*has satisfied the requirements of the Board and has hereby  
maintained certification in the Specialty of*

**Occupational Medicine**



January 1, 2013 to

January 31, 2023

Certificate No. 25013

*Denise Kester, MD, MPH*  
CHAIR

*RSE*  
VICE CHAIR

*Robert P. Hartenbaum, MD, MPH*  
SECRETARY

hereby certifies that

**Sally J. Gachart, M.D.**

has successfully fulfilled the requirements of this Board  
and is declared a

# Diplomate of the American Board of Addiction Medicine

Certified for the period

January 1, 2013 - December 31, 2022



*[Signature]*  
Robert J. Sward, M.D.

*[Signature]*  
Michael M. Miller, M.D., FASAM

*[Signature]*  
Richard D. Plym-Felt, M.D.

*[Signature]*

*[Signature]*  
Martha J. Wauson, M.H., FASAM, FASAC

*[Signature]*  
Kevin B. King, M.D., M.P.H., FASAM

*[Signature]*  
Kathleen L. Bosky, M.D., Ph.D.

*[Signature]*

*[Signature]*  
Gail D. Conolly, M.D., F.S.

*[Signature]*  
Elizabeth F. Howell, M.D., FASAM, FASPA

*[Signature]*  
Lou R. Hayes, M.D., MIRA

*[Signature]*

**THE AMMA**

GARHART, SALLY J MD  
 SOUHEGAN OCCUPATIONAL MEDICINE  
 P. O. BOX 6274  
 P.O. BOX 6274  
 AMHERST, NH 03031-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	09-30-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	08-08-2012
GARHART, SALLY J MD SOUHEGAN OCCUPATIONAL MEDICINE 7 STATE ROUTE 101A P.O. BOX 6274 AMHERST, NH 03031-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
[REDACTED]	09-30-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	08-08-2012
GARHART, SALLY J MD SOUHEGAN OCCUPATIONAL MEDICINE 7 STATE ROUTE 101A P.O. BOX 6274 AMHERST, NH 03031-0000		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

Form DEA 223 (4/07)

State of New Hampshire  
BOARD OF MEDICINE

SALLY J GARHART, MD

SALLY J GARHART MD  
[REDACTED]  
[REDACTED]

License #. 7412

Issued. 8/14/1986



has been duly registered to practice medicine  
in this state through

06/30/2014

President

*[Handwritten Signature]*



State of New Hampshire  
Department of Safety  
Division of Motor Vehicles

John J. Barthelmes  
Commissioner of Safety

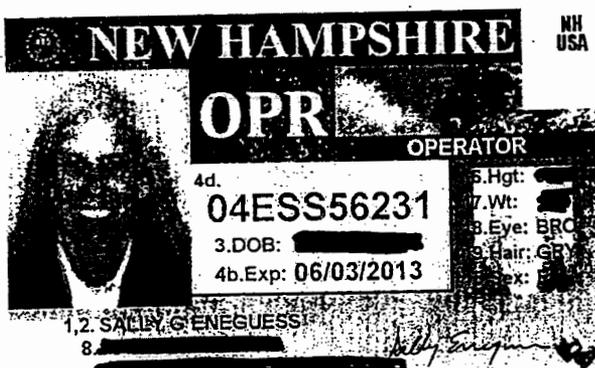
Richard C. Bailey, Jr.  
Director of Motor Vehicles

**Congratulations on Receiving Your  
New Hampshire Driver License!**

There are some things you should know about your new license:

- The black & white temporary license is valid for **60 days** from today. Use it in conjunction with your current New Hampshire license until your permanent license arrives in the mail.
- If you are getting your first New Hampshire license or you are surrendering a driver license from another jurisdiction, we encourage you to have a secondary form of identification until your permanent license arrives.
- We will mail your permanent license to the address that you gave us. If for any reasons it is determined by the US Postal Service that the address is not active, the **license cannot be forwarded**. The US Postal Service will then return your license to the DMV which may require you to prove your residency in person at the Concord, NH DMV.
- The temporary license has a number of security features that are not visible to you. It also follows an international coding system to identify the information fields. More codes and additional information can be found at [www.aamva.org](http://www.aamva.org).
- If you have not received your permanent license within 45 days from today, please email us at [LicensingOver45day@dos.nh.gov](mailto:LicensingOver45day@dos.nh.gov). If you do not have email access, please call the following number: 603-227-4020. You may leave a message and someone will return your call if you are unable to get through.

DSMV 593 (Rev. 04/12)



**NEW HAMPSHIRE** NH USA  
**OPR** OPERATOR  
4d. **04ESS56231**  
3.DOB: [REDACTED]  
4b.Exp: **06/03/2013**  
5.Hgt: [REDACTED]  
7.Wt: [REDACTED]  
8.Eye: **BRO**  
9.Hair: **GRY**  
Sex: [REDACTED]  
1,2. **SALLY G. ENEGUSSI**  
8. [REDACTED]



12. RESTRICTIONS: CORRECTIVE LENSES  
9a. ENDORSEMENTS:  
9. CLASS: OPERATOR  
10. Issue Date: 04/04/2013



*Richard C. Bailey, Jr.*  
Director of Motor Vehicles

