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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE  
DIVISION OF ADMINISTRATION

121 South Fruit Street  
Concord, N.H. 03301-2412  
Telephone 603-271-3800

PETER DANLES  
Executive Director

KIRA HAGEMAN  
Director of Administration



October 6, 2016

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

**REQUESTED ACTION**

Authorize the Office of Professional Licensure and Certification, Division of Medical Professions, Board of Pharmacy (Board) to enter into a **sole source, retroactive** one year contract with the New Hampshire Professionals Health Program (NHPHP), 199 State Route 101, Amherst, New Hampshire 03031 (Vendor #175105) for an amount not to exceed \$38,550 to manage and administer the Impaired Pharmacist Program for FY 2017 retroactively from July 1, 2016 through June 30, 2017 subject to Governor and Council approval. 100% Impaired Pharmacist Program Funds.

Funding is available in the following accounts: FY 2017

010-021-2100-24060000 – Office of Professional Licensure and Certification  
Division of Medical Professions

531-500372 Impaired Programs \$38,550

**EXPLANATION**

Pursuant to RSA 318:29-a, the Board contracts with outside organizations to administer a program to assist and monitor pharmacists impaired professionally by addiction, mental health or behavioral problems. Due to an administrative oversight, this **sole source** multi-year contract (FY15-16) which was to include the provision of an optional renewal for 2 additional years upon agreement of both parties, and subsequent Governor and Council approval, was not renewed by July 2016. The Board is authorized to require the licensee to obtain care, counseling, drug testing, or treatment in a professional assistance program. This contract will allow the NHPHP to assist and monitor impaired pharmacists while they are in the program. The NHPHP is a 501(c)(3) non-profit organization and was the only organization to submit a proposal in response to the Board's *Request For Proposals* published online on the State contract bidding webpage and in the Manchester Union Leader in July of 2014. The NHPHP conducts similar professional assistance programs for the New Hampshire Board of Medicine and the New Hampshire Board of Dental Examiners.

The Board inadvertently left out of its previous (FY16) contract with NHPHP, the option to renew for a period of up to two years as was indicated in the Board's original *Request For Proposal (RFP)* and agreed upon by both the Board and NHPHP. Consequently, the subsequent request for Governor and Council approval (Item 154, 06/24/15) failed to request this renewal option. Lastly, the consolidation of all the health care boards/commissions under the newly created Office of Professional Licensure and Certification (OPLC) as part of the State FY16-17 budget, has created the opportunity to also consolidate the 3 separate contracts for impaired practitioner services (Dental, Medicine, and Pharmacy) into one agency-wide OPLC RFP for FY18-19 when the other FY17 contracts end for the Boards of Medicine and Dental Examiners. For this reason, the Board of Pharmacy is only seeking a renewal of this contract for one year (FY17) to coincide with the other OPLC Boards which will also be up for new contracts and the standard RFP process. This will also allow other interested health care boards under the OPLC to offer professional monitoring / impaired healthcare professional assistance to their licensees and result in efficiencies in the administrative processing of these contracts and possibly allow for a lower cost per licensee for these essential services. In consideration of the State's opioid abuse crisis, in which healthcare professionals are not immune, the need for these services is more essential than ever. By nature of their profession, healthcare practitioners have easy access to many potentially addictive drugs and unfortunately many have resorted to self-medicating to help deal with the stress that naturally occurs as part of their job. These impaired practitioner monitoring/treatment services not only help protect the public from unsafe practice by impaired healthcare professionals, but also provide potentially lifesaving assistance to these professionals with addiction recovery.

An assessment of \$15 on each annual pharmacist license renewal is used to offset the cost of the impaired pharmacist program, pursuant to RSA 318:29-a, VI (b) and Ph 401.02 (d) of the NH Code of Administrative Rules.

The Board therefore respectfully requests the approval of this one year (FY17) contract with NHPHP to continue these essential services to its licensees and to bring its contract expiration date for impaired services in line with the contracts held by the Boards of Medicine and Dentistry so that OPLC can more efficiently negotiate a contract for these services for all Boards/Commissions under OPLC.

The Board appreciates your consideration of this request.

Respectfully submitted,



Kira Hageman  
Director of Administration  
Office of Professional Licensure  
and Certification

Enclosure

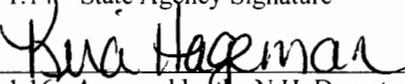
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Professional Licensure & Certification NH Board of Pharmacy		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name NH Professional Health Program		1.4 Contractor Address 199 State Route 101, Unit 4D PO Box 6274 Amherst, NH 03031	
1.5 Contractor Phone Number 603-491-5036	1.6 Account Number 010-021-2100-24060000-531-500372	1.7 Completion Date 06/30/2017	1.8 Price Limitation \$ 38,550
1.9 Contracting Officer for State Agency Kira Hageman, Director of Administration		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sally Garhart, MD Medical Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u>  On <u>Oct. 6, 2016</u> , 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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Karla Lutz, Notary</u>			
1.14 State Agency Signature 		Name and Title of State Agency Signatory <u>Kira Hageman, Dir. of Administration</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <u>Thomas Broderick</u> On: <u>10/14/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

## 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**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 a comprehensive monitoring program to impaired pharmacists in the State of New Hampshire. The services that shall be provided by the Contractor are as follows:

**1. General Provisions**

The Contractor shall assist referred pharmacists in identifying intervention resources to establish and evaluate the nature and severity of substance use disorders, behavioral conditions and/or mental health problems that could impact their ability to safely practice pharmacy.

Programs that investigate reports of pharmacists or impairment problems shall be a referral resource for pharmacists with potential impairment problems.

The Contractor shall develop, administer, and monitor a treatment plan agreement which, if violated, shall be reported to the Board of Pharmacy ("the Board") within 7 days of the violation.

The Contractor shall monitor the recovery process, which may include: body fluid testing of urine, blood, hair, nails or breath; support group programs; and any other related components that will prepare the pharmacist to safely resume the full practice of pharmacy.

The Contractor is responsible to the Board for all record keeping which the Board, on a quarterly basis, shall monitor, and all other communications necessary to keep the Board informed of the pharmacists' participation in the program. The Contractor shall offer a confidential pathway for those pharmacists who recognize the need to self-report and enter into treatment without any perceived penalty or Board involvement (unless they relapse or violate their monitoring agreement in another way).

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 pharmacists licensed in this state, all pharmacists seeking licensure, and all pharmacists in training.

**2. 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 medical director or senior administrator is hired to work in the program. If the new hire is a licensed physician in this or any other state, notification from the licensee's state must be obtained stating that the 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.

### **3. 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 encounter conducted pursuant to this section shall be confidential and not reveal any personal identifiers.

**EXHIBIT "B"**  
**PAYMENT TERMS**

**PROFESSIONALS' HEALTH PROGRAM**

1. The Contractor shall provide all services, supplies, and equipment pursuant to Exhibit A – Scope of Services.
  
2. The Contractor will provide the program, covering all NH licensed pharmacists, at an annual fee of \$38,550 a year (based on the formula of \$15/year per number of licensees). Upon written request from the program, the Board will disperse quarterly payments for fiscal year 2017 in equal amounts of \$9637.50.
  
3. All drug testing, treatment, and assessment costs will be paid for by the program participants.
  
4. The Board reserves the right to exercise statutory required oversight with regards to the contract.

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

**PROFESSIONALS' HEALTH PROGRAM**

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.

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 Contractor must provide proof of adequate Professional Liability Insurance Coverage.

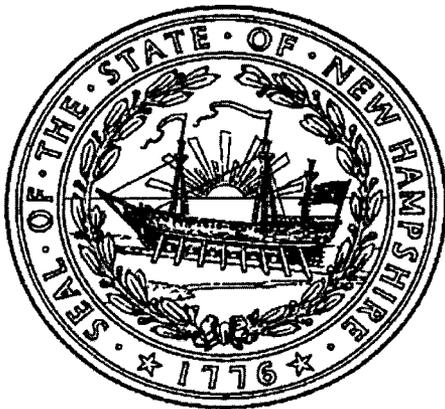
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE PROFESSIONALS HEALTH PROGRAM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 577394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of October A.D. 2016.

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

William M. Gardner  
Secretary of State

**CORPORATE RESOLUTION**

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

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

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of 10/3/16. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 10/4/16

ATTEST: Susan M. Finerty PTC  
VP NHPHP



# TITLE XXX

## OCCUPATIONS AND PROFESSIONS

### CHAPTER 318

#### PHARMACISTS AND PHARMACIES

#### Examinations and Licenses

##### Section 318:29-a

###### **318:29-a Impaired Pharmacist Program. –**

I. Any pharmaceutical peer review committee may report relevant facts to the board relating to the acts of any pharmacist in this state if they have knowledge relating to the pharmacist which, in the opinion of the peer review committee, might provide grounds for disciplinary action as specified in RSA 318:29, II.

II. Any committee of a professional society comprised primarily of pharmacists, its staff, or any district or local intervenor participating in a program established to aid pharmacists impaired by substance abuse or mental or physical illness may report in writing to the board the name of the impaired pharmacist together with the pertinent information relating to his impairment. The board may report to any committee of such professional society or the society's designated staff information which it may receive with regard to any pharmacist who may be impaired by substance abuse or mental or physical illness.

III. Upon a determination by the board that a report submitted by a peer review committee or professional society committee is without merit, the report shall be expunged from the pharmacist's individual record in the board's office. A pharmacist or his authorized representative shall be entitled on request to examine the pharmacist's peer review or the pharmaceutical organization committee report submitted to the board and to place into the record a statement of reasonable length of the pharmacist's view with respect to any information existing in the report.

IV. Notwithstanding the provisions of RSA 91-A, the records and proceedings of the board, compiled in conjunction with an impaired pharmacist peer review committee, shall be confidential and are not to be considered open records unless the affected pharmacist so requests; provided, however, the board may disclose this confidential information only:

(a) In a disciplinary hearing before the board or in a subsequent trial or appeal of a board action or order;

(b) To the pharmacist licensing or disciplinary authorities of other jurisdictions; or

(c) Pursuant to an order of a court of competent jurisdiction.

V. (a) No employee or member of the board, peer review committee member, pharmaceutical organization committee member, pharmaceutical organization district or local intervenor furnishing in good faith information, data, reports, or records for the purpose of aiding the impaired pharmacist shall by reason of furnishing such information be liable for damages to any person.

(b) No employee or member of the board or such committee, staff, or intervenor program shall be liable for damages to any person for any action taken or recommendations made by such board, committee, or staff unless he is found to have acted recklessly or wantonly.

VI. (a) The board may contract with other organizations to operate the impaired pharmacist program for pharmacists who are impaired by drug or alcohol abuse or mental or physical illness.

This program shall include, but is not limited to, education, intervention and post-treatment monitoring.

(b) The board may allocate an amount determined by the board from each pharmacist annual license renewal fee it collects to provide funding for the impaired pharmacist program as set forth in subparagraph VI(a).

**Source.** 1985, 324:11. 1992, 20:1. 2014, 311:1, eff. Jan. 1, 2015.

Ph 401.02 Renewal Application Contents and Filing Deadline.

(d) Per the provisions of RSA 318:29-a, VI(b), \$15 of each pharmacist renewal fee noted in sections (b) and (c) above, shall be used to fund the impaired pharmacist program.

Source. #1639, eff 11-1-80; ss by #2260, eff 1-5-83; ss by #2914, eff 11-27-84; ss by #4600, eff 8-1-89; ss by #6094-B, INTERIM, eff 9-21-95, EXPIRED: 1-19-96

New. #6181-B, eff 2-5-96; amd by #6933, eff 2-1-99; paragraphs (a) and (b) EXPIRED: 2-5-04; amd by #8316, eff 3-26-05; amd by #9139-B, eff 4-25-08; paragraphs (a) and (b) EXPIRED: 3-26-13; ss by #10842, eff 6-3-15