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State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
7 Eagle Square, Suite 200
Concord, New Hampshire 03301
Telephone: (603) 271-2152

LINDSEY B. COURTNEY
Executive Director



August 5, 2021

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

REQUESTED ACTION

Authorize the Office of Professional Liability and Certification (OPLC), to enter into a **sole source and retroactive** contract with New Hampshire Professionals Health Program (NHPHP) (VC# 175105), Concord, New Hampshire, in an amount not to exceed \$3,227,424.00, upon Governor and Council approval for the period of July 1, 2021, through June 30, 2025. 100% Agency Funds.

Funding for FY 2022 and FY 2023 is contingent upon approval by Governor and Council and Fiscal Committee of OPLC accept and expend requests, and are anticipated to be available in FY 2024 and FY 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified:

	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>
01-21-021-211010-24040000 Office of Professional Licensure and Certification, Division of Administration 531-500372 – Impaired Programs (Boards)	\$806,856	\$806,856	\$806,856	\$806,856

EXPLANATION

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

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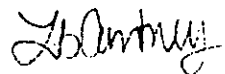
A PHP develops, administers, and monitors treatment plan contracts with licensees. The PHP may require impaired licensees to obtain care, counseling, or treatment. The PHP monitors the licensee's recovery process, which may include body fluid monitoring, support group programs, and any other related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

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

The New Hampshire Professionals Health Program is the only in-state vendor who provides the statutorily-required services noted above. In February 2020, OPLC released a Request for Proposal (RFP), advertising for proposals on the state's website, as required by RSA 21-G. OPLC received two proposals. OPLC selected an out-of-state vendor, which scored the highest and also offered the lowest price. At the June 10, 2020, Governor and Executive Council meeting, the Governor and Executive Council did not approve the contract, noting that the vendor was an out-of-state vendor. Accordingly, OPLC entered into a one-year, sole source contract with NHPHP, which was approved by Governor and Executive Council at its July 15, 2020, meeting.

In April 2020, OPLC released another RFP advertising for advertising for proposals to operate a PHP in the State of New Hampshire. OPLC selected an out-of-state vendor, which scored the highest and also offered the lowest price. At the June 30, 2021, Governor and Executive Council meeting, the Governor and Executive Council did not approve the contract, again noting that the vendor was an out-of-state vendor. Accordingly, OPLC desires to enter into a contract with NHPHP. This current request is **sole source** because NHPHP is the only in-state vendor who provides this service and is **retroactive** because there was insufficient time to submit this contract in FY21.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

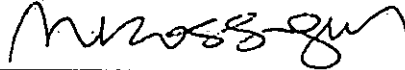
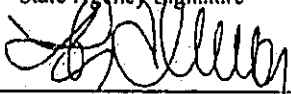
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name New Hampshire Professionals Health Program		1.4 Contractor Address PO Box 6274 Amherst, NH 03031	
1.5 Contractor Phone Number (603) 491-5036	1.6 Account Number 01-21-21-24040000 531-500372	1.7 Completion Date 06/30/2025	1.8 Price Limitation \$3,227,424.00
1.9 Contracting Officer for State Agency Jason Richard, Business Administrator		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature  Date: 8/1/21		1.12 Name and Title of Contractor Signatory Molly Reissig Medical Director NHPHP	
1.13 State Agency Signature  Date: 8/3/21		1.14 Name and Title of State Agency Signatory Lindsay Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Alan L. Phillips, Assistant AG</u> On: <u>8/10/21</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 8/7/21

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies, at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials mk
Date 8/1/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT "A"
SPECIAL PROVISIONS

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

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

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

EXHIBIT "B"
PERFORMANCE MEASURES AND SCOPE OF SERVICES

PROFESSIONALS' HEALTH PROGRAM

The Contractor shall provide a comprehensive monitoring program to the Boards of Medicine, Pharmacy, Dental Examiners, Podiatry, Mental Health, Optometry, Psychology, Licensing for Alcohol and Other Drug Use Professionals, Chiropractic Examiners, Licensed Dietitians, Midwifery, Veterinary Medicine, and Nursing for licensees of such boards and to those seeking licensure under the Boards of Medicine and Board of Dental Examiners ("Healthcare Professionals") in the State of New Hampshire ("State"), for any impairment from alcohol or substance abuse/dependence, mental or physical illness, behavioral issues and/or burnout and/or behavioral or physical conditions. The services that shall be provided by the Contractor are as follows:

I. General Provisions

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

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

Programs that investigate reports of a Healthcare Professional's health or impairment problems shall be a referral resource for eligible Healthcare Professionals with a potential need for monitoring services.

The Contractor may develop, administer, and monitor a treatment plan contract with Healthcare Professionals, which, if violated, shall be reported to both the Director of Licensing and Board Administration and Director of Enforcement within two business days of the violation.

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

The Contractor shall provide two hours of continuing education programs in New Hampshire to all eligible Healthcare Professionals concerning substance use disorders and wellness at least once per year, at no cost to licensee.

The Contractor shall make available information to eligible Healthcare Professionals notifying them of the availability of the program; the dangers of substance use disorders; occupational

stressors; behavioral issues and mental and/or physical health issues that may impact their ability to function at work on an annual basis. OPLC will assist with dissemination of the Contractor's communications to licensees or will furnish the necessary data (email addresses) to the Contractor to facilitate a direct line of communication to Healthcare Professionals included in this contract.

The Contractor is responsible to the Boards of Medicine, Pharmacy, Dental Examiners, Podiatry, Mental Health, Optometry, Psychology, Licensing for Alcohol and Other Drug Use Professionals, Chiropractic Examiners, Licensed Dietitians, Midwifery, Veterinary Medicine, and Nursing ("Boards") for all record keeping that the Boards, on a quarterly and annual basis, shall require as well as all other communications necessary to keep the Boards informed of the healthcare professionals in the program.

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

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

The Contractor shall be required to provide and discuss with the Director of Licensing and Board Administration, and the Director of Enforcement the Work Plan/Summary of Activity Reporting Form noted in Section III on a quarterly basis, or as requested, to assess progress towards performance measures, clinical quality and, if necessary, administrative function.

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

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

III. Quality or Performance Improvement (QI/PI)

Within sixty (60) days of executing this contract, the Contractor and OPLC must develop a set of mutually agreed upon performance basis measures and metrics. The Contractor shall submit a Work Plan/Summary of Activity Reporting Form on a quarterly basis containing these metrics, which accurately details activities, educational presentations, clinical outcomes and continuous quality improvement plans that monitor and evaluate the agency's progress towards achieved goals according to the mutually agreed upon performance measures.

The Director of Licensing and Board Administration or his or her designee and the Boards shall conduct program monitoring of the contractor and/or sub-contractors, by close examination of the agreed upon performance basis measures. Program monitoring shall include, but not be limited

to, examinations as to whether the results contemplated by the legislature, have been and are being achieved by the contractor and/or sub-contractors and whether such objectives could be obtained more effectively through other means.

EXHIBIT "C"
METHOD AND CONDITIONS PRECEDENT TO PAYMENT

PROFESSIONALS' HEALTH PROGRAM

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

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

The invoice must be submitted to:
Jason Richard, Business Administrator
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
accountspayable@opl.nh.gov

Certificate of Authority

(NHPHP and OPLC Amendment FY2022-26)

CORPORATE RESOLUTION

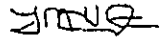
I, Terri Harrington, hereby certify that I am duly elected President of the NH Professionals Health Program (NHPHP). I hereby certify the following is a true copy of an electronic vote taken by the NHPHP Board of Directors, duly called, and held on 4/8/21, at which a quorum of the Directors was present and voting.

VOTED: The NHPHP Board of Directors voted to direct, empower and authorize Dr. Molly Rossignol, NHPHP Medical Director, to execute any agreements or documents on behalf of the organization 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 August 1, 2021. 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: August 1, 2021

ATTEST: _____

DocuSigned by:

501E1E821E2A718C

Terri Harrington, Esq.

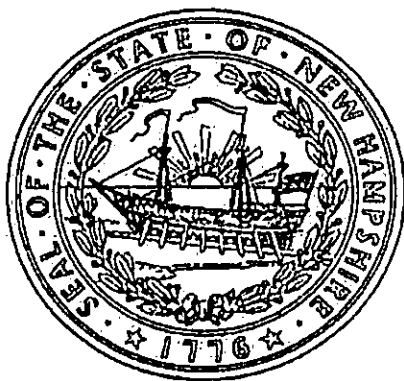
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 577394

Certificate Number: 0005349398



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2021.

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)
8/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	CONTACT NAME: Debra Amadei PHONE: (AG, Ho, Ext): 603-882-2766 FAX: (AG, No): 603-886-4230 E-MAIL ADDRESS: damadel@eatonberube.com														
INSURED NH Professional Health Program PO Box 6274 Amherst NH 03031	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance Company of America</td> <td>19048</td> </tr> <tr> <td>INSURER C: AmTrust North America, Inc.</td> <td>42378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Insurance Company	23043	INSURER B: Travelers Casualty Insurance Company of America	19048	INSURER C: AmTrust North America, Inc.	42378	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER: 837440484** **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.

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BZS57426320	7/15/2021	7/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$												
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	QWC1124573	9/14/2020	9/14/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;">E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
B	Directors & Officers Liability			107147719	9/14/2020	9/14/2022	Limit Retention Continuity Date \$1,000,000 \$5,000 09/14/2010												

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

CERTIFICATE HOLDER State of NH Office of Professional Licensure and Certification 7 Eagle Square, Suite 200 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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American Board of Family Medicine, Inc.

Quality Healthcare, Public Trust . . . Setting the Standards in Family Medicine

April 14, 2021

To Whom It May Concern:

This letter verifies Molly Rossignol, D.O. (NPI: 1780687145) is currently certified with the American Board of Family Medicine (ABFM).

Family Medicine Certification History:

Jul 09, 1999 - Jul 26, 2006
Jul 27, 2006 - Nov 13, 2016
Nov 14, 2016 -

Certification Number: 1071591485

* Certification is continuous as long as Family Medicine Certification Requirements are maintained.

Family Medicine Certification Requirements:

Current Status: * Meeting Requirements

Current Clinical Status: Clinically Active

Clinical Status History:

Jun 28, 2018 - Clinically Active

Initial display of clinical status began June 2018 and history is only shown for certified periods.

Beginning in 2011 certification by the American Board of Family Medicine is maintained through successful completion of the Family Medicine Certification process. The Family Medicine Certification process is a continuous process that requires being in compliance with Guidelines for Professionalism Licensure and Personal Conduct including maintaining a currently valid, full, and unrestricted license to practice medicine in the United States or Canada, completing certification activities in a timely fashion, and performing successfully on the examination every ten years. Failure to maintain any of these requirements will result in the loss of certification status with the ABFM. Based upon the continuous nature of Family Medicine Certification, no end date for certification is presented above.

Certification in Family Medicine was for a period of seven years. From 1970 through 2002, certification was renewed by completion of requirements for Recertification. Each physician (Diplomate) fulfilled these requirements by maintaining a medical license to practice medicine in the United States or Canada, earning 300 hours of continuing medical education (CME), completing a computerized office record review, and performing successfully on the recertification examination.

In 2003 family physicians who performed successfully on the Certification and Recertification examinations began a gradual transition from Recertification to MC-FP. MC-FP was designed to transition all Diplomates into the program by 2010, enrolling all physicians who certified or recertified as they successfully passed the examination.



American Board of Family Medicine, Inc.

Quality Healthcare, Public Trust . . . Setting the Standards In Family Medicine

The ABFM website serves as primary source verification. Details of the Family Medicine Certification process are available online at www.theabfm.org.

Sincerely,

Mary McIntosh

Mary McIntosh

Verification Coordinator and Candidate Assistant

Physician Lookup - ABPM

[← Physician Lookup](#)

Verification of Certifications

Name: Molly Rossignol, DO FAAFP FASAM

Certification Number: 61-2855

Specialty: Addiction Medicine

Type: Initial

Certification Date: 1/1/2018

Expiration Date: 1/31/2028

Report produced electronically from the ABPM Diplomate Database on April 14, 2021

The Board grants permission to copy the information provided on this part of its web site for the limited purpose of maintaining a record of physician credentials or for the evaluation of physician qualifications. Other uses of this information, such as for mailing lists, are prohibited. Except as provided above, no part of this work may be reproduced or stored in a retrieval system electronically, mechanically, or by photocopying, recording or in any other manner, without the express written consent of the American Board of Preventive Medicine.

[← Physician Lookup](#)



Currently Certified as a Medical Review Officer by MROCC

Name:	Molly E. Rossignol, D.O. FAAFP FASAM
Certification Number:	21-13699
Certification Cycle:	April 11, 2021 to April 11, 2026
Company:	
Address Line 1:	[REDACTED]
Address Line 2:	
City:	
State:	
Country:	
Email:	
Date Printed:	
Source:	MROCC website. The verification of certification using this web site meets primary source requirements as defined by JCAHO and NCQA.

This notice serves as verification that the above referenced physician is a certified Medical Review Officer (MRO) through the Medical Review Officer Certification Council (MROCC). MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate CME training and experience in performing the essential duties of the MRO. Certification is intended to ensure the public of quality services and the maintenance of ethical conduct by qualified physicians involved in drug and alcohol testing review.

MROCC's certification examination is annually reviewed and approved by the Department of Health and Human Services, and fulfills the requirement for certification of Medical Review Officers as established by the Department of Transportation in its Procedures for Transportation Workplace Drug and Alcohol Testing Programs 49 CFR Part 40 of the Federal Register.



MOLLROS-01

DRILOUX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2021

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PRODUCER Eaton & Berube Insurance Agency, LLC. 11 Concord Street Nashua, NH 03064	CONTACT NAME: Deborah Rioux PHONE (AC, No, Ext): _____ FAX (AC, No): _____ E-MAIL ADDRESS: drioux@eatonberube.com														
INSURED Molly Rossignol, DO 478 Broad Cove Road Hopkinton, NH 03229	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Coverys</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Coverys		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			002NH000037026	8/9/2021	8/9/2022	Per Claim 1,000,000
A	Liability			002NH000037026	8/9/2021	8/9/2022	Aggregate 3,000,000

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

CERTIFICATE HOLDER State of NH Office of Professional Licensure & Certification 7 Eagle Square, Suite 200 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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