

STATE OF NEW HAMPSHIRE  
BOARD OF PHARMACY

121 South Fruit Street  
Concord, NH 03301-2412



June 9, 2015

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

**REQUESTED ACTION**

Authorize the Board of Pharmacy (Board) to enter into a one year contract with the New Hampshire Professionals Health Program (NHPHP), P.O. Box 6274, Amherst, New Hampshire 03031 (Vendor #175105) for an amount not to exceed \$38,550 to manage and administer the Impaired Pharmacist Program for FY16 commencing on July 1, 2015 through June 30, 2016 subject to Governor and Council approval. 100% Impaired Pharmacist Program Funds.

Funds shall be contingent upon the availability and continued appropriation of funds, available from the following FY 2016 account 05-74-74-743510-74350000-Health and Social Services. HHS Admin Attached Boards, Board of Pharmacy.

	<u>FY16</u>
531-500372 Impaired Programs	\$38,550

**EXPLANATION**

RSA 318:29-a authorizes the Board to contract with other organizations to administer a program to assist and monitor impaired pharmacists. The Board submitted a Request for Proposal (RFP) through the Bureau of Purchase and Property in July of 2014. The RFP sought bids from a vendor to administer the impaired pharmacist program for the remainder of FY15 and all of FY16. Only one vendor (NHPHP) responded and submitted a proposal, which was evaluated and accepted by the Board at its August 20, 2014 meeting. Due to funding limitations in the Board's FY15 impaired pharmacist program account, the Board was not able to enter into a full, 1-year contract with NHPHP until funding was available in its FY16 budget. The Board will submit a subsequent RFP in early 2016 to seek bids for a vendor to administer the impaired pharmacist program for FY17 and FY18.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason R. Richard".

Jason R. Richard  
Business Administrator  
Board of Pharmacy

Enclosure

# 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, eff. June 2, 1992. 2014, 311:1, eff. Jan. 1, 2015.

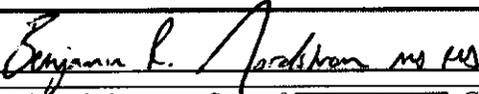
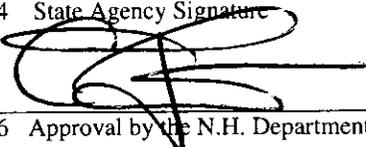
Subject: FY16 Board of Pharmacy Impaired Pharmacist Program (7/1/15- 6/30/16) **FORM NUMBER P-37 ( version 1/09)**

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Board of Pharmacy</u>		1.2 State Agency Address <u>121 S Fruit St, Concord, NH 03301</u>	
1.3 Contractor Name <u>NH Professionals' Health Program (NHPHP)</u>		1.4 Contractor Address <u>P.O. Box 6274, Amherst, NH 03031</u>	
1.5 Contractor Phone Number <u>603-491-5036</u>	1.6 Account Number <u>010-074-7435-531-0372</u>	1.7 Completion Date <u>7/1/2015 to 6/30/16</u>	1.8 Price Limitation <u>\$38,550.00</u>
1.9 Contracting Officer for State Agency <u>Charles Fanaras, Board President</u>		1.10 State Agency Telephone Number <u>603-271-2350</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Benjamin R. Nordstrom, MD, PhD, NHPHP Board President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 4, 2015</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  <u>[Seal] Linda Balick</u>			
1.13.2 Name and Title of Notary of Justice of the Peace <u>Linda Balick, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Charles Fanaras, RPh, Board President</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) By: <u>And C Gule</u> On: <u>6/8/15</u>			
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.

**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

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.

**NH Professionals Health Program  
SCOPE OF SERVICES**

The New Hampshire Professionals Health Program (hereafter “NHPHP”) supported by the State of New Hampshire Board of Pharmacy (hereafter “BOP”) is contracted to work with pharmacists regarding substance use disorders, mental health issues and/or behavioral problems that could impair the practice of pharmacy. The NHPHP, a 501c3 non-profit program, will perform the duties of the “impaired pharmacist’s” diversion program of the State of New Hampshire Board of Pharmacy described in RSA 318:29-a 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. In addition to performing peer review, the NHPHP Board of Directors helps to investigate any reports of problems and functions as the oversight group to scrutinize the financial and operational aspects of the organization.

The NHPHP will be available to all licensed pharmacists in NH regardless of their location or membership status in any state-level professional organization(s). Statistics suggest that 10% of pharmacists (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 pharmacists with mental health and behavior problems is probably much greater. Non-punitive options for treatment increase the likelihood that pharmacists will refer themselves for intervention and that other pharmacists will refer an impaired colleague. Therefore, the NHPHP has a confidential pathway for those professionals who recognize the need to self-report and enter into treatment without any perceived penalty or BOP involvement (unless they relapse or violate their monitoring agreement in another way).

**Budget and Justification**

The NHPHP will provide the Program, covering all NH licensed pharmacists, for \$38,550 a year (based on the formula of \$15/year per number of licensees), to be paid to the NHPHP in equal amounts of \$9637.50 from the BOP on a quarterly basis. All drug testing, treatment and assessment costs will be paid by the program participants.

# 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 29<sup>th</sup> day of May A.D. 2015

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

William M. Gardner  
Secretary of State

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 <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																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Medical Protective</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Medical Protective		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A :	Medical Protective																				
INSURER B :																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> Sally Garhart, MD Souhegan Occupational Medicine PLLC PO Box 6274 Amherst, NH 03031																					

**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 SUBR INSR 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 - 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    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (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> Occurrence form		<b>776278</b>	<b>09/16/2014</b>	<b>09/16/2015</b>	<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 Board of Pharmacy 121 south Fruit Street Concord, NH 03301-2412	<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 
---	--

May 28, 2015



Charles Fanaras, RPh.  
President  
NH Board of Pharmacy  
121 South Fruit Street  
Concord, NH 03301-2412

RE: NHPHP Contract Renewal

Dear Mr. Fanaras:

As Vice President of the New Hampshire Professionals Health Program (NHPHP),

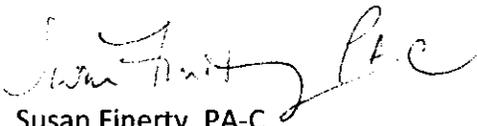
I am writing to inform the NH Board of Pharmacy (NHBOP) that Dr. Benjamin

Nordstrom, the NHPHP Board President, has full authority to execute contracts on

behalf of the organization pursuant to NHPHP Bylaws as amended and restated on

12/14/07.

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 Hirschfeld, DDS  
Secretary

William Garhart, MD  
Medical Director

Michael Evans, MD

James Jenkyn, MD

Robert Stout, RPh.

William Hartigan, Esq.

William Blodgett, Esq.

Janet Monahan

**ADMINISTRATION**

William Roman, MS, PA-C  
Medical Director

P.O. Box 6274  
Concord, NH 03031  
603-491-5036 or  
603-361-5446  
603-924-0161  
www.nhphp.org



New Hampshire  
Professionals Health Program

*Proposal of*

**NEW HAMPSHIRE BOARD OF PHARMACY**

**PROFESSIONALS' HEALTH PROGRAM**

**State Fiscal Years 2015-2016**

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM PROPOSAL**

**NEW HAMPSHIRE PROFESSIONALS'  
HEALTH PROGRAM PROPOSAL**

## Table of Contents

Request for Application	Cover page
Table of Contents	1
Executive Summary	2
Agency Description	3
Program Structure / Plan of Operation	5
Budget and Justification	9
Exhibits	
Budget Summary Sheet	11
Resumes	12
Quality Improvement Form (example)	14
NHPHP Educational Summary	15
Quarterly Reporting Form (examples)	16
NHPHP Board of Director Meeting Minutes 2013	23
Bylaws of New Hampshire Professionals Health Program	27
MRO Certification	39
Internal Medicine Certification	41
Preventative Medicine/Occupational Medicine Certificate	42
Addiction Medicine Certification	43
Controlled Substance Registration Certificate	44
NH Medical License	45
NH Driver's License	46

## **Executive Summary**

The New Hampshire Professionals Health Program (hereafter “NHPHP”) supported by the State of New Hampshire Board of Pharmacy (hereafter “BOP”) proposes to work with pharmacists regarding substance use disorders, mental health issues and/or behavioral problems that could impair the practice of pharmacy. The NHPHP, a 501c3 non-profit program, proposes that it will perform the duties of the “impaired pharmacist’s” diversion program of the State of New Hampshire Board of Pharmacy described in RSA 318:29-a 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 use disorders and will add a pharmacist, appointed by the BOP, if the NHPHP is approved to run the program. 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 pharmacists in NH regardless of their location or membership status in any state-level professional organization(s). Statistics suggest that 10% of pharmacists (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 pharmacists with mental health and behavior problems is probably much greater. Non-punitive options for treatment increase the likelihood that pharmacists will refer themselves for intervention and that other pharmacists will refer an impaired colleague. Therefore, the NHPHP should have a confidential pathway for those professionals who recognize the need to self-report and enter into treatment without any perceived penalty or BOP involvement (unless they relapse or violate their monitoring agreement in another way).

Detailed annual Quality Improvement Assessments and Quarterly reports have been designed for the BOP (see sample Exhibits) to show utilization and changes in the NHPHP. The NHPHP will continue to provide education to pharmacists, employers, hospital administrators and office staff about pharmacist chemical dependence. Dr. Garhart provides continuing medical education (CME) lectures and risk management presentations to various hospitals, professional organizations and large group practices throughout the state. Over the past two years, she has presented at Grand Rounds and other meetings including Southern New Hampshire Medical Center, Portsmouth Hospital, Exeter Hospital, Cheshire Medical Center, Dartmouth Medical Center, Huggins Hospital, Lakes Region General Hospital, the liaison committee to the NH Board of Nursing, the NH Medical Society's Annual Meeting, the NH Veterinarian Medical Association annual meeting and at the NH Nurse Practitioners Association's Annual Board Retreat. The NHPHP will provide presentations to the pharmacy community on request.

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

### **Agency Description**

Pharmacists are not immune to substance abuse/dependence, behavioral and psychiatric problems.

"Impairment" is defined as the inability to practice pharmacy 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 pharmacist 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. Pharmacists in monitored treatment programs such as the NHPHP have an 80% 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 sample Exhibit).

Pharmacist referrals, including those from the BOP, shall be made initially to the Medical Director verbally or in writing however all BOP referrals shall be confirmed in writing to the NHPHP with a copy sent to the pharmacist in question. All contacts will be recorded, without any identifying information, on a quarterly NHPHP Summary of Activity Report (see exhibit) and will be sent to the Administrator of the BOP. The NHPHP shall perform an investigation including contacting the pharmacist, employer, local hospital, partners, peers, family and others as appropriate and will notify the BOP on the outcome of all cases referred by the BOP and of those non-BOP 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 a behavioral/psychiatric condition 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 pharmacists 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 BOP. A copy of every contract (except those that self-refer via the confidential pathway) will be sent to the Administrator of the BOP. All non-compliant pharmacists must be reported in writing within 48 hours to the BOP and the employer or hospital(s) specified in the contract where there are practicing including the confidential, self-referred pharmacists. 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 sample Exhibit).

The NHPHP is ideally suited for dealing with pharmacist health issues. The NHPHP Board of Directors includes physicians certified in Addiction Medicine through the American Board of Addiction Medicine, the American Board of Psychiatry and drug testing review as Medical Review Officers (MRO). There are also

specialists in various healthcare disciplines represented including a physician assistant, dentist, veterinarian, lawyer and two public members. A pharmacist will be appointed to the NHPHP Board if this proposal is accepted and a contract is executed by the Governor and Executive Council of the State of New Hampshire. Peer involvement is essential for high clinical competence and for Fair Hearing requests.

The NHPHP will be an active member of the National Organization for Alternative Programs (NOAP) and the Federation of State Physician Health Programs (FSPHP), thus gaining access to shared issues and the latest research concerning the health & wellness of impaired pharmacists and other healthcare professionals.

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

The NHPHP is a program with a mission of directing pharmacists into appropriate assessment, treatment and monitoring whenever possible. The NHPHP will assist referred pharmacists in identifying intervention resources, completing a treatment plan then monitoring the recovery process through the return to practice for substance use problems. The NHPHP will strive for adequate performance measures to demonstrate high quality clinical care and accountability. The NHPHP shall work with hospital professionals health committees around the state to ensure consistency, improve investigations and to prevent “hiding”, “penalizing” or “firing” problem pharmacists.

#### **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, the Executive Director of the New Hampshire Board of Medicine, 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 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 BOP 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 pharmacists 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 pharmacists. 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 (BOP, insurance companies, employers, specialty boards, etc.) for the compliant pharmacist as needed, provide consultation to the BOP as requested, provide education on pharmacist health and wellness issues, serve as a liaison between the NHPHP and the BOP, prepare an annual budget, present all cases to the NHPHP Board of Directors and participate in national conferences on pharmacist health, wellness and recovery 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. However, due to confidentiality regulations, they will not be advised of the disposition of the case. Referrals may be made in person, by phone, by email or 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 BOP.

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, HIPAA-compliant internet-based filing system, 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 BOP.

3. **Intervention:** After an investigation determines that a problem exists that has or could reasonably be expected to interfere with the safe practice of pharmacy, 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 pharmacist. The Director

or designee may perform the intervention alone but usually will be accompanied by the assistant director or one or more additional 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 pharmacist'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 pharmacist, the Medical Director or the intervention team will discuss with the pharmacist the next step that is appropriate based on the above criteria. If the pharmacist refuses to cooperate at any point, the case will be immediately (within 48 hours) reported to the BOP 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 provided to the pharmacist. In the event the pharmacist 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 pharmacist but may be interpreted as a treatment refusal prompting a report to the BOP. The Medical Director will determine when the pharmacist can return to the active practice of pharmacy 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 BOP. Only the BOP is responsible for disciplinary action against the pharmacist.

6. **Aftercare and Monitoring:** The NHPHP will execute an agreement or contract with each participant. 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 BOP and other organizations as needed by the pharmacist. As long as the pharmacist remains abstinent from alcohol and drugs, if stipulated in the agreement and remains compliant with the entire agreement, the pharmacist will not be reported to the BOP. 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, covering all NH licensed pharmacists, for \$38,000 a year (based on the formula of \$15/year per number of licensees), to be paid to the NHPHP in equal amounts of \$9500 from the BOP 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, large retail pharmacy chains, pharmaceutical companies, hospitals and from continuing educational programs to support outreach and preventative programs. Future staff may include a licensed drug and alcohol counselor to assist with case management and 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 pharmacists and other health care professionals of New Hampshire. Minutes of these meetings with no identifiable details of active cases shall be available to the BOP 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.

**NH Professionals' Health Program**

**BUDGET SUMMARY SHEET**

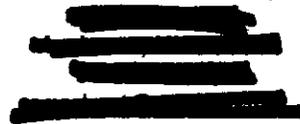
**Expenses:**

<b>Annual payment to Program Director (0.5 FTE)</b>	<b>\$100,000</b>
<b>Annual payment to Program Assistant Director (1 FTE)</b>	<b>\$100,000</b>
<b>NOAP/FSPHP Dues and CME Expenses</b>	<b>\$ 8,200</b>

**Annual Income:**

<b>Payment from the Board of Medicine</b>	<b>\$150,000</b>
<b>Payment from the Board of Pharmacy</b>	<b>\$38,000</b>
<b>Payment from the Board of Veterinary Medicine</b>	<b>\$10,000</b>
<b>Fundraising goals</b>	<b>\$25,000</b>

**SALLY J. GARHART, MD**



**EDUCATION**

Westminster College, Salt Lake City, Utah, BA in Biology, May 1978, Summa cum laude

University of Missouri, Columbia, School of Medicine, MD, May 1983

**TRAINING and CERTIFICATION**

U. of Massachusetts Medical Center, Internship and Residency in Internal Medicine, 1983-86

Board Certification in Internal Medicine, September 1986

Medical Review Officer certification, May 2000, 2005, 2010

Federal Aviation Administration Senior Aviation Medical Examiner and HIMS examiner

Impairment and Disability Evaluation Advanced Training, October 1999, January 2005

Board Certified in Prevention Medicine - Occupational Medicine, 2002; recertified 2012.

American Board of Addiction Medicine Certification, 2009; recertified 2012

**EXPERIENCE**

Private and group practice at Monadnock Community Hospital, Peterborough, NH 1986 to 1991

Occupational and ambulatory medicine practice at HealthStop, Nashua, NH 1991 to 1992

Medical Director, Occupational Health Centers of Southern New Hampshire Medical Center with offices in Nashua, Concord, Bedford and Milford, NH 1992 to 1998

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.

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 performing FAA examinations, fitness for duty, disability evaluations for the MH Retirement System and WC medical consultation at Travelers Insurance.

**PROFESSIONAL MEMBERSHIPS**

American College of Occupational and Environmental Medicine, member 1992 to present

New Hampshire Medical Society

American Society of Addiction Medicine and Northern NE Section

Federation of State Physician Health Programs current NH member; Board Member 2005 to 2008

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

[REDACTED]

[REDACTED]

[REDACTED]

### EDUCATION

<b>SPRINGFIELD COLLEGE</b> Physician Assistant Program Springfield, MA Master of Science 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	2003 Occupational and Environmental Medicine Certificate Program
<b>NATIONAL COMMISSION ON CERTIFICATION OF PHYSICIAN ASSISTANTS</b>	1999, PANRE 3/05 & 11/11
<b>BAYSTATE MEDICAL CENTER</b> Clinical Rotations Springfield, MA	1997 – 1999

### CLINICAL EXPERIENCE

<b>SOUHEGAN OCCUPATIONAL MEDICINE</b> Contracted to NH Professionals Health Program -- Assistant Medical Director	Dec 2012 to Present
<b>SEACOAST REDICARE</b> Per Diem Physician Assistant	Nov 2012 to Present
<b>BEDFORD OCCUPATIONAL AND ACUTE CARE</b> Contracted to NH Professionals Health Program -- Assistant Medical Director	Dec 2004 to Dec 2012
<b>SALEM OCCUPATIONAL AND ACUTE CARE</b> Medical Director/Lead Clinician	Mar 2009 to Dec 2012
<b>SOUTHERN NEW HAMPSHIRE MEDICAL CENTER</b> Director, Employee and Occupational Health Services Professionals Health Committee Member	2001 to Dec 2004
<b>OCCUPATIONAL HEALTH AND REHAB, INC.</b>	2000 – 2001

### PROFESSIONAL MEMBERSHIPS

- Federation of State Physician Health Programs
- NH Society of Physician Assistants
- American Academy of Physician Assistants

QI 2012/2013

Objective	Key Indicators Performance Measures	Findings	Action	Effectiveness of Change/ Action Objective	2014
<b>Clinical Quality</b>	Decreased relapse rates in 2012 and 2013	forensic testing, formal therapy & consistent participant communications			
<b>Administrative Function</b>	Outreach to hospitals through speaking engagements and CME events		Active participation at the Annual Meetings of the NH Medical Society, NH Society of PAs and NH Veterinary Society		
<b>Quarterly Reports</b>		Showing increased number of new referrals and successfully discharged participants			
<b>Number of Physicians/Pas Receiving Services</b>					12' = 54 13' = 61
<b>Number of New Contracts</b>		Community outreach has assisted to generate new referrals			12' = 9 13' = 7
<b>Relapse Rate</b>		Positive drug test, admitted relapse, and/or non-compliance with contract	Tx plans intensified	Advanced forensic testing (PETHstat), and Soberlink technology has assisted to detect and confirm ETOH relapses	12' = 3.7% 13' = 6.6%

**NH Professionals' Health Program  
EDUCATIONAL PROGRAM/CME SUMMARY 2013**

- 1/15/13 New London Hospital – presentation to Medical Staff
- 1/28/13 NH Board of Medicine/MRSC & APU lawyers – quarterly case review
- 4/5/13 Annual NH PHP Participant Retreat – Speaker Donna Singer, Professional Practice Coach
- 4/19-22/2013 Federation of State Physician Health Programs' Annual Meeting – Cambridge, MA
- 5/1/13 NH Board of Medicine/MRSC – met new Board members and discussed advances in forensic testing and real-time breath alcohol testing technology
- 5/6/13 Meeting with Meghan Call, PhD of Hanover Psychiatry -- discussed criteria for performing a multi-disciplinary assessment of a healthcare professional
- 6/6/13 NH Board of Medicine/MRSC & APU lawyers – quarterly case review
- 6/14/13 Elliot Hospital – met with drug diversion work group to review fitness for duty procedures and urine drug testing policies
- 7/1/14 Dartmouth Hitchcock Medical Center – case review with CMO and administrative staff
- 9/5/13 NH Board of Medicine/MRSC & APU lawyers – quarterly case review
- 10/2/13 NE Federation of State Physician Health Programs' Fall Meeting – Waltham, MA
- 10/23/13 Dartmouth Hitchcock Medical Center – case review with CMO and administrative staff
- 11/2/13 CME Presentation “Physician Monitoring for Substance Use Disorder” at Northern NE Chapter of ASAM Annual Conference – Concord, NH
- 11/6/13 CME Presentation at NH Veterinarian Medical Association’s Annual Meeting – Concord, NH
- 11/9/13 CME Presentation “Doctor as Patient” at NH Medical Society’s Annual Meeting – Whitefield, NH
- 11/21/13 Testified on component of monitoring and treatment for APRN with substance use d/o at NH Board of Nursing – Concord, NH
- 12/3/13 Lakes Regional General Hospital – presentation to Medical Staff
- 12/12/13 Exeter Hospital – presentation to Medical Staff

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT**  
**SUMMARY OF ACTIVITY -- 2013 Q1**

<b>CONTACTS</b>	<b>DATE</b>	<b>REFERRAL TYPE</b>	<b>REFERRAL SOURCE</b>	<b>OUTCOME</b>	<b>COMMENTS</b>
Physician	1/3/13	ETOH	Self-Referral	Referred for psychiatric consult with MD who specializes in physician health issues	Contracted 2/27/13
Physician Assistant Employer	1/3/13	Mental Health and Substance Use d/o	Self-Referral	PA completed IOP and established tx for mental health issues	Contracted 3/1/13
Physician Employer	1/28/13	Behavioral	Employer	Recommended Professional Boundaries, Inc. CME	No formal monitoring by NHPHP indicated
Physician BOM Investigator Employer	2/1/13	Behavioral	NH BOM/MRSC	Completed 2-day CME on Distressed Physicians at Acumen Institute	No formal monitoring by NHPHP indicated
Physician Physician's legal counsel	2/11/13 & 2/25/13	Current Participant monitored for Mental Health/Behavior	N/A	Participant's legal counsel requested an early release of 2-year monitoring. Participant subsequently tested positive for EtG and phosphatidylethanol	The request for early release and positive drug test results were reported to BOM -- BOM decision is pending
Physician Employer	2/13/13	Physical disability	Employer	Recommended an initial evaluation of work-place challenges by skilled occupational therapist	No formal monitoring by NHPHP indicated -- However, considerable advocacy work is necessary
Physician Employer	2/13/13	r/o Behavioral	Employer	Recommended 2-day CME on Distressed Physicians at Acumen Institute	No formal monitoring by NHPHP indicated
Physician Employer	2/18/13	Behavioral	Employer	Referred for comprehensive multi-disciplinary assessment	Contracted 3/19/13

**SUMMARY OF ACTIVITY Continued -- 2013 Q1**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician Treatment Provider	2/20/13	Mental Health	Treatment Provider	Comprehensive treatment plan for mental health and acute medical issues already in place	Contracted 3/25/13
Physician Employer	3/6/13	Behavioral r/o Mental Health	Employer	Referred for psychiatric consult. Subsequent counseling was established.	No formal monitoring by NHPHP indicated
Physician NH BOM Investigator	3/25/13	Behavioral	NH BOM/MRSC	Recommended intensive course in controlled substance management and additional CME for boundaries and professionalism	No formal monitoring by NHPHP indicated

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** Dr. Garhart presented to the medical staff at New London Hospital on 1/15/13. The presentation was well received and the feedback was extremely favorable. On 1/28/13, Dr. Garhart and Deanne Chapman met with Penny Taylor, NHBOM Administrator, and Kathryn Bradley, NHBOM Executive Director, to discuss open cases and the upcoming RFP for FY2014-15. Dr. Garhart and Ms. Chapman attended another meeting with members of the NHBOM's MRSC and the APU lawyers on 1/28/13. Both meetings were extremely productive and informative.

BUDGET SUMMARY 2013			
	INCOME:	Q1	YEAR TO DATE
Old Contracted Cases	Payment from NHBOM	37500.00	37500.00
New Contracted cases			
Transferred or Discharged			
Pending Contracts:			
+Drug Test (+DT), admitted Relapse (R) and/or Acute Med Tx (AMT):	Payment to SOM*	37500.00	37500.00

\*For compensation to the Medical Director and Assistant Medical Director

**Submitted by Deanne M. Chapman, PA-C  
Assistant Medical Director,  
NH Professionals Health Program**

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT**

**SUMMARY OF ACTIVITY -- 2013 Q2**

<b>CONTACTS</b>	<b>DATE</b>	<b>REFERRAL TYPE</b>	<b>REFERRAL SOURCE</b>	<b>OUTCOME</b>	<b>COMMENTS</b>
Physician Hospital Administration BOM Investigator	4/18/13	Mental Health r/o Substance Use d/o	Hospital Administration NH BOM	Referred for comprehensive multi- disciplinary assessment	Contracted 5/16/13
Physician Hospital Administration BOM Investigator	4/15/13	r/o Substance Use d/o	Hospital Administration NH BOM	No substance abuse issues were identified during interview or by forensic drug testing	No formal monitoring by NHPHP indicated
Physician Hospital Administration	4/29/13	Mental Health and Professional Performance Issues	Hospital Administration	Referred for comprehensive multi-disciplinary assessment	Contracted 5/30/13
Physician Hospital Administration BOM Investigator	5/1/13	Behavioral	Hospital Administration	Referred for comprehensive multi- disciplinary assessment. Completed 2-day CME on Distressed Physicians at Acumen Institute	Contracted 6/26/13
Physician Hospital Administration	5/15/13	r/o Behavioral	Hospital Administration	Recommended 2-day CME on Distressed Physicians at Acumen Institute	No formal monitoring by NHPHP indicated
2 <sup>nd</sup> Year Resident Residency Program Dir. EAP Counselor Hospital Administration DHMC OHS Director	6/10/13	Substance Use d/o and Mental Health	EAP Counselor	Completed 90 day inpatient substance abuse rehabilitation/treatment	Contracted 6/10/13
Physician Practice Administrator	6/24/13	r/o Behavioral	Practice Administrator	Recommended 2-day CME on Distressed Physicians at Acumen Institute	No formal monitoring by NHPHP indicated

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** The NHPHP Annual Participant Retreat was held on 4/5/13 at SERESC in Bedford, NH. Donna Singer, a professional practice coach and retirement consultant, delivered a dynamic presentation entitled "Shaping the Career You Want Now and the Retirement You Want Later." The program was extremely well-received and the conference evaluations were very favorable. Dr. Garhart and Deanne Chapman, PA-C, attended the Annual FSPHP meeting held April 19-22, 2013 in Cambridge, MA. The meeting was a terrific networking opportunity and offered many insightful lectures and toxicology updates. On 5/1/13, Dr. Garhart and Deanne Chapman met with the NH Board of Medicine and MRSC to meet new Board members and discuss latest technology for alcohol drug testing -- Soberlink. Dr. Garhart and Ms. Chapman attended another meeting with members of the NHBOM's MRSC and the APU lawyers on 6/6/13. Both meetings were extremely productive and informative. On 5/6/13, Dr. Garhart and Deanne Chapman met with Meghan Call, PhD from Hanover Psychiatry to discuss criteria for making a referral to NHPHP. On 6/14/13, Dr. Garhart was invited to meet with Elliot Hospital's Drug Diversion Work Group to review fitness for duty procedures and urine drug testing policies.

BUDGET SUMMARY 2013					
INCOME:	Q2	YEAR TO DATE			
Payment from NHBOM	37500.00	75000.00			
<b>EXPENSES:</b>					
Payment to SOM*	37500.00	75000.00			

\*For compensation to the Medical Director and Assistant Medical Director

**Submitted by Deanne M. Chapman, PA-C  
Assistant Medical Director,  
NH Professionals Health Program**

Old Contracted Cases	ETOH: 33	Drug: 8	Behavior: 12	Mental Health: 5
New Contracted cases	ETOH: 0	Drug: 1	Behavior: 3	Mental Health: 1
Transferred or Discharged	ETOH: 0	Drug: 0	Behavior: 0	Mental Health: 0
Pending Contracts:	ETOH: 1	Drug: 0	Behavior: 0	Mental Health: 0
+Drug Test (+DT), admitted Relapse (R) and/or Acute Med Tx (AMT):	ETOH: 0	Drug: 0	Behavior: 0	Mental Health: 0
Total Contracted Cases:				

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT**  
**SUMMARY OF ACTIVITY -- 2013 Q3**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician Practice Administrator	7/12/13	Mental Health	Practice Administrator	Reviewed circumstances of recent medical leave of absence. No formal recommendations made.	No formal monitoring by NHPHP indicated
Physician Hospital Administration	7/31/13	r/o Substance Use d/o	Hospital Administration	Conducted additional forensic drug testing. Recommended intensive course in controlled substance prescribing.	No formal monitoring by NHPHP indicated
Physician Practice Administrator	8/7/13	r/o Behavioral	Practice Administrator	Recommended 2-day CME on Distressed Physicians at Acumen Institute.	No formal monitoring by NHPHP indicated
Physician Hospital Administration BOM Investigator	8/7/13	r/o Substance Use d/o	Hospital Administration	Recommended intensive course in controlled substance prescribing and professional boundaries course.	No formal monitoring by NHPHP indicated

**MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY:** Dr. Garhart and Deanne Chapman, PA-C attended a quarterly meeting with CMO and hospital administrators at Dartmouth Hitchcock Medical Center in Lebanon, NH on 7/1/13. Dr. Garhart and Ms. Chapman also attended a quarterly meeting with the APU lawyers and members of the NH Board of Medicine MRSC on 9/5/13.

		BUDGET SUMMARY 2013	
		INCOME:	YEAR TO DATE
Old Contracted Cases	ETOH: 33	Payment from NHBOM	37500.00
New Contracted cases	ETOH: 0		
Transferred or Discharged	ETOH: 0	EXPENSES:	
Pending Contracts:	ETOH: 1	Payment to SOM*	112500.00
+Drug Test (+DT), admitted Relapse (R) and/or Acute Med Tx (AMT):	ETOH: 0		
Total Contracted Cases:	63		

\*For compensation to the Medical Director and Asst Medical Director  
 Respectfully submitted by Deanne M. Chapman, PA-C  
 Assistant Medical Director  
 NH Professionals Health Program

**NEW HAMPSHIRE PROFESSIONALS' HEALTH PROGRAM QUARTERLY REPORT  
SUMMARY OF NEW REFERRALS & FOLLOW-UP MEETINGS -- 2013 Q4**

CONTACTS	DATE	REFERRAL TYPE	REFERRAL SOURCE	OUTCOME	COMMENTS
Physician	10/9/13	Follow-up ETOH/Mental Health contract	N/A	Reviewed recent neuro-psychiatric testing results and return-to-work requirements	Physician referred to Acumen Assessment for independent assessment and fitness for duty eval
Physician Hospital CEO	10/24/13	Follow-up Behavioral	N/A	Reviewed recent patient complaint made against physician and subsequent Hospital report to the NH BOM regarding inappropriate/disruptive behavior	Physician was advised to resume working with professional medical coach to improve emotional intelligence and enhance conflict resolution skills
Physician Family Members	10/24/13	New r/o Behavioral	Family Members	Recommended formal assessment and treatment for non-work related health issues	Physician took recommendations under advisement
Physician Hospital Administration NH BOM	11/7/13	Follow-up Behavioral/Mental Health contract	N/A	Discussed violation of NHPHP contract by drinking alcohol and reporting to work with alcohol detected on blood work	Physician taken out-of-work and entered into an intensive outpatient psychiatric program. Incident was reported to NHBOM
Physician Treatment Providers – Acumen Assessments	11/20/13	Follow-up ETOH/Mental Health contract	N/A	Reviewed Acumen Assessments recommendations from recent evaluation and fitness for duty	Physician was cleared to resume the practice of medicine – a comprehensive RTW strategy was discussed
Physician MA PHS	11/20/13	New Substance Use D/O	MA PHS	Physician completed 28-day inpatient treatment for substance use d/o	Contracted 11/20/13 – MA PHS will remain primary monitor
Physician Hospital Administration	12/2/13	New r/o ETOH use disorder	Hospital Administration	Recommended 6-mos of abstinence monitoring	Contracted 12/2/13
Physician	12/4/13	New Behavioral	Self-Referred	Recommended working with professional medical coach and doctorate level clinician who specializes in DBT	Contracted 12/4/13
Physician Hospital Administration	12/11/13	New Behavioral	Hospital Administration	Recommended multi-day educational workshop for understanding disruption in distressed physicians	No formal monitoring by NHPHP indicated

MEDICAL DIRECTOR UPDATE/EDUCATIONAL SUMMARY 2013-Q4			
Date	Event	Where	Attended by
10/2/13	NE Federation of State Physician Health Program Meeting	Waltham, MA	Dr. Garhart/D.Chapman
10/23/13	Dartmouth Hitchcock Medical Center Quarterly Meeting	Lebanon, NH	Dr. Garhart/D.Chapman
11/2/13	CME presentation "Physician Monitoring for Substance Use Disorder" at Northern NE Chapter of ASAM Annual Conference	Concord, NH	Dr. Garhart
11/6/13	CME presentation at NH Veterinarian Medical Association's Annual Meeting	Concord, NH	Dr. Garhart
11/9/13	CME presentation "Doctor as Patient" at NH Medical Society's Annual Meeting	Whitefield, NH	Dr. Garhart
11/21/13	Testified on component of monitoring and treatment for APRN with substance use d/o at NH Board of Nursing	Concord, NH	Dr. Garhart
12/3/13	CME presentation on provider health at Lakes Regional Hospital Medical Staff Meeting	Laconia, NH	Dr. Garhart
12/12/13	CME presentation on NHPHP's mission and services at Exeter Hospital Medical Staff Meeting	Exeter, NH	Dr. Garhart

BUDGET SUMMARY 2013			
	Q4	YEAR TO DATE	
<b>INCOME:</b>			
Payment from NHBOM	37500.00		150,000.00
<b>EXPENSES:</b>			
Payment to SOM	37500.00		150,000.00

Old Contracted Cases	ETOH: 33	Drug: 9	Behavior: 11	Mental Health: 6
New Contracted cases	ETOH: 1	Drug: 1	Behavior: 1	Mental Health: 0
Transferred or Discharged	ETOH: 0	Drug: 0	Behavior: 1	Mental Health: 0
Pending Contracts:	ETOH: 0	Drug: 0	Behavior: 0	Mental Health: 0
+Drug Test (+DT), admitted Relapse (R) and/or Acute Med Tx (AMT):	ETOH: 1	Drug: 0	Behavior: 0	Mental Health: 0
Total Contracted Cases:				
				61

Respectfully submitted by Deanne M. Chapman, PA-C  
 NIIPHP, Assistant Medical Director

**NH PHP Board of Directors Meeting Minutes**  
**February 21, 2013**  
**NHMS, Concord, NH**

**Board Members:**

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

*Others Present:* Deanne Chapman, PA-C

*Absent:* Drs' Evans, Murray and Messenger

**Proceedings:**

- *Meeting called to order* at 6:00pm by Scott Colby, acting on behalf of, Dr. Evans, NHPHP President
- Agenda was distributed
- Minutes of 11/16/12 meeting were reviewed and accepted.

*NH PHP Directors Report:*

Dr. Garhart reported that the separation from BOAC occurred as planned and that she independently established a new PLLC, Souhegan Occupational Medicine (SOM), on January 1, 2013. A new service agreement between SOM and NHPHP was reviewed and approved by the Board pending the addition of two amendments to the agreement. The amendments will include: *grounds for termination if the NHPHP lost funding and/or if there was a suspension of funding from the NH Board of Medicine.*

Dr. Garhart also brought attention to a compensation discrepancy that has occurred with the transition of contracted services from BOAC to SOM. She requested that the Board consider increasing the operational budget from \$150,000 to \$162,500, to account for reciprocal "employer" payroll taxes and fees that were previously paid for by BOAC. The increase would be \$12,500/year and would allow both individuals (Dr. Garhart and Deanne Chapman) to maintain their agreed upon salaries of \$100K/50K respectively. The Board members in attendance felt that the issue needed to be reviewed and voted on by the full Board, and suggested a separate phone conference to address this one agenda item. Deanne Chapman agreed to make the necessary arrangements for the teleconference.

*Other Business:*

The Board reviewed a Balance Sheet and Profit and Loss Statement prepared by Merrimack Tax Associates on behalf of the NHPHP. No concerns were identified and the financial statements were accepted.

The Q4-2012 Summary of Activity Report prepared for the NH Board of Medicine was distributed and reviewed. Dr. Garhart addressed the exponential growth of the program in the past 6-8 months and expressed a need to increase the Assistant Director's employment status from part time to full time. She suggested that this move would be contingent on securing additional outside funding to sustain the increased salary from year-to-year. The Board acknowledged Dr. Garhart's appeal and agreed to support the employment status change once the appropriate financial resources are in place.

Ms. Chapman requested permission from the Board to purchase a new laptop computer to replace the outdated and now inoperative laptop she had been using. The Board approved the request and voted to allocate \$1,000 towards the purchase of a new computer.

Case reviews by Dr. Garhart.

Next meeting scheduled for June 12, 2013

**NH PHP Board of Directors Meeting Minutes**  
**June 12, 2013**  
**NHMS, Concord, NH**

**Board Members:**

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

*Others Present:* Deanne Chapman, PA-C

*Absent:* Dr. Messenger; Scott Colby, ExecVP, NHMS

**Proceedings:**

- Meeting called to order at 6:00pm by Dr. Evans, NHPHP President
- Agenda was distributed
- Minutes of 2/21/13 and 3/27/13 meetings were reviewed and accepted.

*NH PHP Directors Report:*

Dr. Carolyn Murray, the NHPHP Vice President, announced her resignation from the Board in a letter dated 6/11/13. She has enjoyed her many years of service as Vice President and remains committed to the Board and to supporting the work of the NHPHP. Dr. Garhart and Dr. Evans acknowledged Dr. Murray for her many contributions in the past 5 years and thanked her for her service.

Dr. Garhart will ask Dr. Ed Merrins, Chief Medical Officer at Dartmouth Hitchcock Medical Center, to suggest a replacement for Dr. Murray's seat on the Board. Dr. Garhart further nominated Cinde Warmington to be the new NHPHP Vice President. Ms. Warmington accepted the nomination and the Board voted unanimously in favor of her holding the position of vice president.

Dr. Garhart and Ms. Chapman met with Scott Colby, Exec VP, NHMS on 6/6/13 at the NH Medical Society to discuss fundraising ideas in an effort to generate a new revenue stream (separate from the BOM funds) that could be used to support an employment status change from part-time to full-time of the Assistant Director's position. Mr. Colby suggested that he could approach three medical malpractice insurance carriers new to the New Hampshire market and ask them to match the annual donations of Coverys and MMICM. Both Coverys and MMICM have been asked to increase their 2013 contribution to \$10K. Mr. Colby also suggested that we approach the critical access hospitals and request annual donations based on a tier system ranging from 2K to 5K per hospital annually. Ms. Chapman will work to develop a fundraising campaign aimed at renewed contributions from hospitals in the coming months.

Members of the Board also suggested approaching some of the larger consumer health insurance groups in the state, the large practice groups and lawyer firms that have a stake in physician health and wellness. Ms. Warmington suggested that all contributing organizations should receive follow-up correspondence from the NHPHP thanking them for the donation and reinforcing the value of their contribution.

*Other Business:*

The Board reviewed a Balance Sheet and Profit and Loss Statement prepared by Merrimack Tax Associates on behalf of the NHPHP. No concerns were identified and the financial statements were accepted.

The Q4-2012 Summary of Activity Report prepared for the NH Board of Medicine was distributed and reviewed.

Case reviews by Dr. Garhart.

Next meeting – mid September TBD

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

A handwritten signature in black ink, appearing to read 'MEVANS', written over a horizontal line.

Michael Evans, MD, Secretary



## Medical Review Officer Certification Council

836 Arlington Heights Road, #327, Elk Grove Village, IL 60007\*847-631-0599\*FAX 847-483-1282\*mrocc@mrocc.org

**Date:** January 3, 2011

**Verification of Certification for:** Sally J. Garhart, M.D.

**Certification Number:** 10-09025

**Expiration Date:** 12/31/2015

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 Certification is valid for a five-year period. The first two digits of the certification number indicate the year in which the physician was certified. A blue watermark of the MROCC logo with 'Currently Certified' in red letters authenticates an original verification of certification from the Council. This letter may also be downloaded from the MROCC website.

MROCC certifies, through an eligibility process and written examination, licensed physicians who have had appropriate training and experience in performing the essential duties of the MRO.

MROCC's certification examination is based upon the federal requirements developed by the Department of Health and Human Services for federal drug testing programs, 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.

The referenced physician is listed in the MROCC registry of Certified MROs located on the MROCC homepage on the Internet. A listing of all currently-certified MROs may be viewed and their verification letters printed from the web site.

Brian Compney  
Executive Director

Elizabeth E. Gresch, M.D.  
Chairman of the Board

**MROCC**  
http://www.mrocc.org

# MROCC

## Medical Review Officer Certification Council

Certifies that

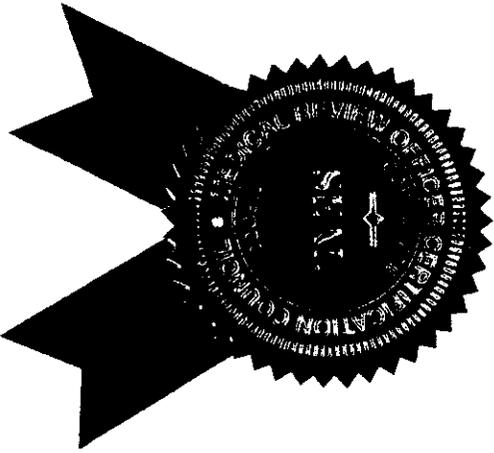
*Sally J. Garhart, M.D.*

has successfully met all eligibility and examination criteria  
and is hereby designated a

**Certified Medical Review Officer**

This certification is valid for six years.

Effective this 8th day of September 2005  
Expires on 8th day of September 2011



05-06657

*Elizabeth Beach MD* Chairman, Board of Directors  
*Benjamin Benson MD* Secretary, Board of Directors



**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. Barhart, PhD**

*having demonstrated to the satisfaction of this Board possession of  
special knowledge, is therefore certified for proficiency and specialization in*

**Occupational Medicine**

January 1, 2003 to

January 31, 2013

Certificate No. 25013

*Sally M. Lewis, MD*  
CHAIR

*R. Barhart*  
VICE CHAIR

hereby certifies that

**Sally J. Garhart, 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

March 12, 2009 - December 31, 2010

*[Signature]*  
Robert Sokol, MD

*[Signature]*  
Michael A. Brennan, MD

*[Signature]*  
Richard D. Bramhall, MD  
Yon W. Q. [Signature]

*[Signature]*  
Mark Sedwood, MD

*[Signature]*  
Kathleen [Signature]

*[Signature]*  
Richard [Signature]



*[Signature]*  
David Orosko, MD, MS

*[Signature]*  
Elizabeth F. Howell, MD, FAMA, FAHA

*[Signature]*  
Earl R. Howe, MD, MBA  
3/1/11 7

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
BG0602082	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
BG0602082	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.

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