

56 Beane

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

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

PETER DANLES  
Executive Director

KIRA HAGEMAN  
Director of Administration



June 7, 2017

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

**REQUESTED ACTION**

Authorize the Office of Professional Licensure and Certification (OPLC), Division of Medical Professions to enter into a **single bid** two year contract, with the option to renew for an additional two years, with the New Hampshire Professionals Health Program (NHPHP), 199 State Route 101, Amherst, New Hampshire 03031 (Vendor #175105) for an amount not to exceed \$410,000 to manage and administer the Dental Professional Assistance Program, the Physician Health Program, and the Impaired Pharmacist Program for FY 18 and FY 19 commencing on July 1, 2017 through June 30, 2019 subject to Governor and Council approval. 10% Dental Effectiveness Program Funds, 70% Impaired Physician Program Funds, and 20% Impaired Pharmacist Program Funds.

Funding is available in the following accounts:

	<u>FY 18</u>	<u>FY 19</u>
01-021-021-215010-24060000 – Office of Professional Licensure and Certification		
Division of Medical Professions		
531-500372 Impaired Programs	\$205,000	\$205,000

**EXPLANATION**

Pursuant to RSA 317-A:17, III (c), RSA 329:17, VI-a (c), RSA 318:29-a, IV (f), when a licensee is determined by the Boards to be impaired professionally by addiction or behavioral problems, the Boards are authorized to require the licensee to obtain care, counseling or treatment in a professional abuse program. This contract will allow the NHPHP to assist and monitor impaired health practitioners while they are in the program. The NHPHP is a 501(c)(3) non-profit organization and was the only organization to submit a proposal in response to the Division’s RFP. In consideration of the State’s opioid abuse crisis, in which healthcare professionals are not immune, the need for these services is more essential than ever. By nature

*His Excellency, Christopher T. Sununu  
and the Honorable Council  
June 7, 2017  
Page 2*

of their professions, healthcare practitioners have easy access to many potentially addictive drugs and unfortunately, many have resorted to self-medicating to help deal with the stress that naturally occurs as part of their job. These impaired practitioner monitoring/treatment services not only help protect the public from unsafe practice by impaired health professionals, but also provide potentially lifesaving assistance to these professionals with addiction recovery.

An assessment of not more than \$30 on each dentist initial license application or dentist biennial license renewal is used to offset the cost of the professional assistance program, pursuant to RSA 317-A:4, I (e). An assessment of not more than \$15 on each annual pharmacists license renewal is used to offset the cost of the impaired pharmacist program , pursuant to RSA 318:29-a, VI (b). An assessment of not more than \$50 on each physician license renewal is used to offset the cost of the impaired physician program, pursuant to RSA 329:13-b, V (a).

The OPLC advertised for bids in the Concord Monitor and the Manchester Union Leader on February 13, 2017. The NHPHP was the only organization to submit a proposal, which was approved by the OPLC on April 27, 2017.

The OPLC appreciates your consideration of this request.

Respectfully submitted,



Kira Hageman  
Director of Administration  
Office of Professional Licensure  
and Certification

Enclosure

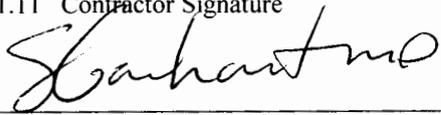
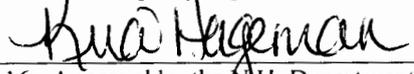
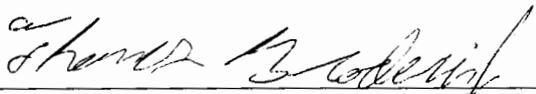
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 121 South Fruit Street Concord, NH 03301	
1.3 Contractor Name New Hampshire Professionals Health Program		1.4 Contractor Address PO Box 6274 Amherst, NH 03031	
1.5 Contractor Phone Number 603-491-5036	1.6 Account Number 010-021-2100-24060000-531-500372	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$410,000
1.9 Contracting Officer for State Agency Kira Hageman, Director of Administration		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sally Garhart, MD Medical Director	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Hillsborough</del> On April 25, 2017, 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 DEBRA M. DAVIDSON Notary Public - New Hampshire My Commission Expires November 16, 2021 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Debra M. Davidson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kira Hageman / Business Administrator IV Date: 5/1/17	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/15/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



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

**PROFESSIONALS' HEALTH PROGRAM**

The Contractor shall provide a comprehensive monitoring program to impaired Dentists, Pharmacists, Physicians, Physician Assistants, and Resident Physicians in Training ("Healthcare Professionals") in the State of New Hampshire ("State"). The State has the sole option to renew this contract for an additional two year period, subject to Governor and Council approval, at an expense of \$244,500 in Fiscal Year 2020 and \$284,000 in Fiscal Year 2021. The services that shall be provided by the Contractor are as follows:

**I. General Provisions**

The Contractor has a program that is available to all healthcare professionals licensed in this state and all those seeking licensure.

The Contractor shall assist referred Healthcare Professionals in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, and/or behavioral problems. Additionally, the contractor shall offer a confidential pathway for those healthcare professionals who recognize the need to self-report and enter into treatment without any perceived penalty or Board involvement (unless they relapse or violate their monitoring agreement in another way.)

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

The Contractor may develop, administer, and monitor a treatment plan contract with healthcare professionals, which, if violated, shall be reported to the Director of Health Professions within 48 hours of the violation, who shall then notify the appropriate Board.

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

The Contractor shall offer a minimum of two (2) hours of continuing education programs in New Hampshire to applicable healthcare professionals on substance abuse at least once per year.

The Contractor shall make available information to healthcare professionals notifying them of the availability of the program; the dangers of substance abuse; occupational stressors; and behavioral issues that may impact their ability to function at work on an annual basis.

Exhibit A

Contractor Initials SS



State of New Hampshire  
Office of Professional Licensure and Certification

The Contractor is responsible to the Board of Dental Examiners, the Board of Medicine and the Board of Pharmacy (“Boards”) for all record keeping which the Boards, on an annual basis, shall monitor as well as all other communications necessary to keep the Boards informed of the Healthcare Professionals in the program.

The Contractor shall carry out the work as described in the Plan of Operation as submitted with the proposal and approved by the Boards.

As per Proposal received on March 10, pursuant to paragraph 5 on page 9, should the referred professional elect a different mode or location of treatment that is deemed unacceptable to the Contractor, the Contractor will notify the Board(s) within 48 hours. The Board of Dentistry must approve the alternate mode per RSA 317-A: 17, III (c). The Board of Pharmacy must approve the alternate mode per RSA 318: 29, IV (f). The Board of Medicine may approve of a different mode or location of treatment it finds acceptable per RSA 329: 17, VI-a (c) and VII (d).

The Contractor shall be required to meet with the Director of Health Professions on a quarterly basis, or as requested, to provide and discuss data to assess progress towards performance measures, clinical quality and, if necessary, administrative function.

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

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

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

The contractor shall submit a Work Plan/Summary of Activity Reporting Form on a quarterly basis, that accurately details activities, educational presentations, clinical outcomes and continuous quality improvement plans that monitor and evaluate the agency’s progress towards achieved goals. This would include quarterly reporting forms that demonstrate the number of hours of consultation, referral sources, and the consultation topics and outcomes.

A Quality Improvement (QI) report with relapse statistics and performance measures will be developed and submitted on an annual basis according to the following criteria:

Exhibit A

Contractor Initials SG

04/17/2017

Page 2

Date 4/25/17



State of New Hampshire  
Office of Professional Licensure and Certification

Performance Measure #1: Number of healthcare professionals receiving services.

The numerator shall be the number of healthcare professionals enrolled in the program who received services during the quarter.

The denominator shall be the number of healthcare professionals in the professional's field licensed in New Hampshire.

Performance Measure #2: Number of newly-enrolled healthcare professionals

The numerator shall be the number of newly-enrolled healthcare professionals per quarter.

The denominator shall be the number of healthcare professionals enrolled in the program each quarter.

Note: Performance measures must indicate whether the enrollee is voluntary or referred by the Boards.

Performance Measure #3: Relapse rate

The numerator shall be the number of healthcare professionals who initially enrolled in the program and who relapsed into addictive behavior or otherwise violate their contract each year.

The denominator shall be the number of healthcare professionals enrolled in the program each quarter.

The reports herein shall be provided to the Director of Health Professions within thirty (30) days after the close of the quarter. The Director shall then distribute to the appropriate Boards.

The Director of Health Professions and the Boards shall conduct program monitoring of the contractor and/or sub-contractors, by close examination of the performance basis measures. Program monitoring shall include, but not be limited to, examinations as to whether the results contemplated by the legislature, have been and are being achieved by the contractor and/or sub-contractors and whether such objectives could be obtained more effectively through other means.

Exhibit A

Contractor Initials SB

04/17/2017

Page 3

Date 4/25/17



**EXHIBIT "B"**  
**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**PROFESSIONALS' HEALTH PROGRAM**

1. The Contractor shall provide all services, supplies, and equipment pursuant to Exhibit A – Scope of Services.
2. All drug testing, treatment and assessment costs are the responsibility of the Healthcare Professional.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services. Payment shall be made on a quarterly basis in the amount of \$51,250.
4. Should total contracted cases, excluding veterinarians, decline to less than 35; the quarterly award will decline by the percent of contracted cases under 35.
5. Failure to make progress as projected or to revise projections with the Director of Health Professions as stated in Exhibit A may jeopardize the Contractor's current and or future funding. Corrective action may include actions such as contract amendment and/or termination of the contract.
6. Payment for said services shall be made as follows:

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

The invoice must be submitted to:  
Kira Hageman, Director of Administration  
Office of Professional Licensure and Certification  
121 S. Fruit Street  
Concord, NH 03301

Exhibit B

Contractor Initials SH



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

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

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

Exhibit C

Contractor Initials SE



State of New Hampshire  
Office of Professional Licensure and Certification

- eligibility for each such recipient), records regarding provision of services and all invoices submitted to the OPLC to obtain payment for such services.
- 4.3 Participant Records: Where appropriate and as prescribed by State and Federal regulations, the Contractor shall retain a participant file on each recipient of services.
5. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services, and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to State laws and regulations regarding the use and disclosure of such information, disclosure may be made to the professional's licensing Board requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Boards or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian. The detailed reports of every monitoring conducted pursuant to this section shall be confidential and not subject to RSA 91-A. Notwithstanding anything to the contrary contained herein the covenants and conditions contained in this paragraph shall survive the applicable effective date/completion of services of the Contract.

Exhibit C

Contractor Initials SG

04/17/2017

Page 2

Date 4/25/17

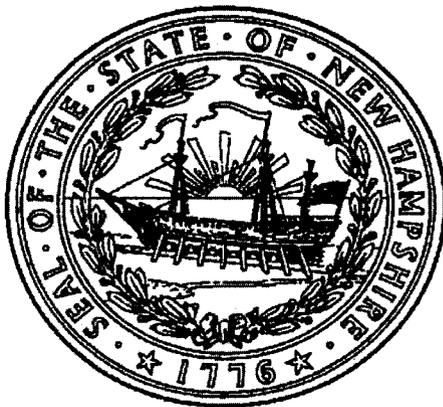
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 577394



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2017.

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

William M. Gardner  
Secretary of State

**CORPORATE RESOLUTION**

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

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

**I hereby certify** that said vote has not been amended or repealed and remains in full force and effect as of 4/24/17. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 4/24/17

ATTEST: Susan M. Finerty Pt-C



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2017

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 Agency, Inc. 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Debbie Rioux <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> drioux@eatonberube.com	<b>FAX (A/C, No):</b> 603-886-4230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> NEWHA17 NH Professional Health Program PO Box 6274 Amherst NH 03031	<b>INSURER A :</b> Liberty Mutual <span style="float: right;">NAIC # 24198</span>	
	<b>INSURER B :</b> Hiscox Inc	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 360893696                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y		BZS57426320	7/15/2016	7/15/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers Liability			UDA112573016	9/14/2016	9/14/2017	Limit \$1,000,000 Retention \$5,000 Continuity Date 09/14/2010

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

### CERTIFICATE HOLDER

### CANCELLATION

Office of Professional Licensure and Certification  
121 South Fruit Street  
Concord NH 03301

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2017

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 Agency, LLC 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Cathy Beauregard <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> cbeauregard@eatonberube.com <b>FAX (A/C, No):</b> 603-886-4230													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual</td> <td>24198</td> </tr> <tr> <td>INSURER B : Medical Protective</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual	24198	INSURER B : Medical Protective		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Liberty Mutual	24198													
INSURER B : Medical Protective														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> Sally Garhart, MD Souhegan Occupational Medicine PLLC PO Box 6274 Amherst NH 03031	<b>GARSA2</b>													

**COVERAGES**                      **CERTIFICATE NUMBER: 289751936**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BZS55394598	1/1/2017	1/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<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) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Medical Professional Liability Occurrence form			776278	9/16/2016	9/16/2017	Per Claim \$1,000,000 Aggregate \$3,000,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Office of Professional Licensure and Certification 121 South Fruit Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Cathy Beauregard Signature</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.