

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

31B lam

121 South Fruit Street
Concord, N.H. 03301-2412

Telephone 603-271-6766 · Fax 603-271-0597

PETER D. DANLES
Executive Director



July 2, 2018

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, Board of Nursing to enter into a one year contract, with the option to renew for an additional two years, with Trust Recovery Management, LLC, vendor# 290205, Norfolk, VA, for an amount not to exceed \$246,600 to manage and administer the Board of Nursing Licensee Monitoring Program for FY 2019 effective upon Governor and Council approval or August 15, 2018, whichever is the later, through June 30, 2019. "100% Other Funds"

Funding is available in the following accounts:

FY 2019

01-021-021-215010-24060000 – Office of Professional Licensure and Certification

Division of Medical Professions

531-500372 Impaired Programs

\$246,600

EXPLANATION

Pursuant to Chapter law 270, when a licensee is determined by the Board to be impaired professionally by addiction or behavioral problems, the Board is authorized to require the licensee to obtain care, counseling or treatment in a professional abuse program. This contract will allow Trust Recovery Management to assist and monitor impaired licensees while they are in the program. The Office of Professional Licensure and Certification put out an RFP for the impaired program services and Trust Recovery Management was the only vendor to submit a proposal. Trust Recovery Management's program is the best choice, as they charge per participant, not a flat rate per number of active licensees. In consideration of the State's opioid

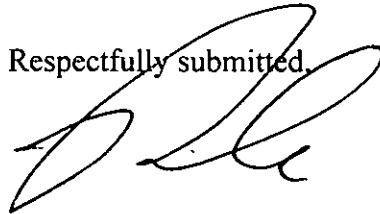
*His Excellency, Christopher T. Sununu
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abuse crisis, in which healthcare professionals are not immune, the need for these services is more essential than ever.

The OPLC advertised for bids in the Manchester Union Leader on May 15, 2018. The NHPHP and Trust Recovery Management were the only organizations to submit proposals.

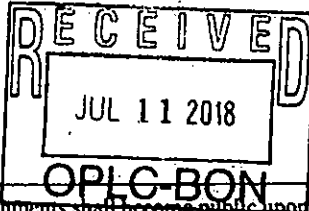
The OPLC appreciates your consideration of this request.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Peter Danles', written in a cursive style.

Peter Danles
Executive Director

Enclosures



FORM NUMBER P-37 (version 5/8/15)

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 Trust Recovery Management, LLC		1.4 Contractor Address 440 Monticello Ave., Suite 100 Norfolk, VA 23510	
1.5 Contractor Phone Number 757-754-5475	1.6 Account Number 010-021-2100-24060000-531-500372	1.7 Completion Date 06/30/2019	1.8 Price Limitation \$246,600
1.9 Contracting Officer for State Agency Peter Danles, Executive Director		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kirk Cizerle, CEO	
1.13 Acknowledgement: State of <u>Virginia</u> , County of <u>Norfolk</u> On <u>July 10, 2018</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela Lecountess Moore</u> <u>Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Peter Danles</u> <u>Executive Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On: <u>7/27/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials

Date

[Signature]
7/10/16

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, formulas, 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.

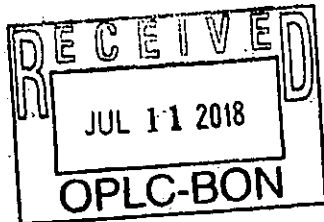
23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

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.

Contractor Initials

Date

JEC
7/1/10



State of New Hampshire
Office of Professional Licensure and Certification

**EXHIBIT "A"
SCOPE OF SERVICES**

BOARD OF NURSING LICENSEE MONITORING PROGRAM

The Contractor shall provide a comprehensive monitoring program to Board of Nursing Licensees (Licensees) in the State of New Hampshire ("State") for any impairment from alcohol or substance abuse, and/or behavioral or physical conditions. The State has the sole option to renew this contract for an additional two year period, subject to Governor and Council approval. 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 Licensees in this state.

The Contractor shall assist referred Licensees in identifying intervention resources to establish and evaluate the nature and severity of chemical, alcohol, mental and/or physical health. Additionally, the contractor shall offer a confidential pathway for those Licensees 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 Licensee's health or impairment problems shall be a referral resource for Licensees with potential health or impairment problems.

The Contractor may develop, administer, and monitor a treatment plan contract with Licensees, which, if violated, shall be reported to the Board of Nursing Administrator within 48 hours of the violation.

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

The Contractor shall offer a pertinent one hour continuing education program on, but not limited to, substance abuse to Licensees without charge/fee annually.

The Contractor shall make available information to Licensees notifying them of the availability of the program; the dangers of substance abuse; occupational stressors; and mental and/or physical health issues that may impact their ability to function at work on an annual basis.

Exhibit A

Contractor Initials *JSC*

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State of New Hampshire
Office of Professional Licensure and Certification

The Contractor is responsible to the Board of Nursing ("Board") for all record keeping which the Board, on a monthly, quarterly and annual basis, shall monitor as well as all other communications necessary to keep the Board informed of the licensees in the program.

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

The Contractor shall be required to provide and discuss with the Board Administrator on a quarterly basis, or as requested, 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 Board in writing within one week of hire, when a new Medical Director or Assistant Director is hired to work in the program. If the new hire is a licensed mid-level provider 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. The Board will also require a resume of the new hire.

III. Quality or Performance Improvement (QI/PI)

The contractor shall submit a Work Plan/Summary of Activity Reporting Form on a monthly 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 forms that demonstrate the number of hours of consultation, referral sources, and the consultation topics and outcomes. Monthly reporting will include but is not limited to:

- number and source of referrals
- number of individuals who sign participation agreements;
- types of participation agreements signed including extended evaluation program, substance /alcohol abuse or dependency, dual diagnosis, mental and/or physical illness;
- number of cases referred to the program by the Board of Nursing including third party referrals that are participating but pending Board review;
- number of licensee participants referred to the program by Board Order;
- number of self-referred cases closed and reason(s) for closure; number of active cases;
- number of licensee participants employed in nursing;
- number of licensee participants completing the program;
- number of licensee participants who are reported back to the Board for failing to comply with the participation agreement;

Exhibit A

Contractor Initials

JRC

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State of New Hampshire
Office of Professional Licensure and Certification

- o monitoring activities, including number of drug screens requested, refused and - conducted with results of these tests.
- o Monitoring of compliance with contractual treatment intervention(s)

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

Performance Measure #1: Number of Licensees receiving services.

The numerator shall be the number of Licensees enrolled in the program who received services during that month.

The denominator shall be the number of Licensees in New Hampshire that month.

Performance Measure #2: Number of newly-enrolled Licensees by Board Order

The numerator shall be the number of newly-enrolled Licenses enrolled by Board Order per month.

The denominator shall be the number of Licensees enrolled in the program each month.

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

Performance Measure #3: Number of newly-enrolled Licensees by Self-Report

The numerator shall be the number of newly-enrolled Licensees per month.

The denominator shall be the number of Licensees enrolled in the program each month.

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

Performance Measure #4: Relapse rate

The numerator shall be the number of Licensees 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 Licensees enrolled in the program each month.

Performance Measure #5 Number of Licensees completing the program successfully

The numerator shall be the number of licensees who initially enrolled in the program and completed it successfully.

The denominator shall be the number of Licensees enrolled in the program each month

Performance Measure #6: Number of Missed Drug Screens and/or Monitoring Activities per month by Licensees in the Monitoring Program

The numerator shall be the number of Licensees who missed a Drug Screen and/or Monitoring Activity that month.

Exhibit A

Contractor Initials *JRC*

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The denominator shall be the number of Drug Screens and/or Monitoring Activities that month.

The reports herein shall be provided to the Board Administrator within thirty (30) days after the close of each month.

The Director of Health Professions or its designee and the Board of Nursing 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

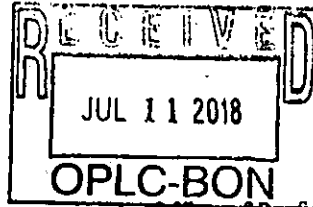
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State of New Hampshire
Office of Professional Licensure and Certification

EXHIBIT "B"
METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Board of Nursing Licensee Monitoring 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 Licensee.
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.
4. 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.
5. Payment for said services shall be made as follows:

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

The invoice must be submitted to:

Office of Professional Licensure and Certification
Division of Administration
121 S. Fruit Street
Concord, NH 03301

Exhibit B

Contractor Initials JRC

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State of New Hampshire
Office of Professional Licensure and Certification

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 Board request.
3. **Accreditation:** If the Contractor is a medical provider in charge of this program, the following shall be provided to support this contract:
 - 3.1 Provide proof of a medical provider 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 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

JRC

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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 NH Board of Nursing 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 Board or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his/her attorney or guardian. The detailed reports of every monitoring conducted pursuant to this section shall be confidential and not subject to NH 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 JKC

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OPERATING AGREEMENT OF:

TRUST RECOVERY MANAGEMENT, LLC

A VIRGINIA MANAGER MANAGED LIMITED LIABILITY COMPANY

ARTICLE 1 - GENERAL PROVISIONS

1.1 Name. The name of the limited liability company is **Trust Recovery Management, LLC** ("Company").

1.2 Effect of Code of Virginia ("Code"). The full and complete provisions of the Code §§ 13.1-1000 through 13.1-1080, commonly referred to as the Virginia Limited Liability Company Act, are incorporated herein by reference. As contemplated by the Code, except as otherwise provided for in this Operating Agreement, the business and internal affairs of the Company, including the rights and duties of the Member, shall be governed by the Code as in effect on the effective date of this Operating Agreement and as amended thereafter from time to time

1.3 Definitions. Capitalized terms used in this Operating Agreement, unless specifically defined herein by the use of quotations, or plainly required in the context of the text, shall have that meaning assigned to them in the Code.

ARTICLE 2 - FORMATION

2.1 Organization. The Company, by filing Articles of Organization with the Virginia State Corporation Commission and subsequent issuance of a Certificate of Organization, was organized on June 27, 2018. The Company, the Member, and the Manager hereby forever discharge the Organizer, and the Organizer shall be indemnified by the Company and the Member, from and against any expense or liability actually incurred by the Organizer by reason of having been the Organizer of the Company.

2.2 Purpose and Powers. The Company has been formed to conduct or promote any lawful business or purpose permitted by the Code, and shall have those powers provided and permitted by the Code.

2.3 Term. The Company's term is perpetual from the date of the Certificate of Organization issued by the Virginia State Corporation Commission, unless the Company is dissolved and its affairs wound up in accordance with the Code or this Operating Agreement.

2.4 Not a Partnership. The Member of the Company has not, and expressly does not, intend to form a partnership under the Code. The holders of any Membership Interests or LLC Interests hereunder do not intend to be partners to one another, or partners to any third party. To the extent any Member, or assignee of an LLC Interest, by work or action, represents to another Person that any Member, or assignee of an LLC Interest, is a partner or that the Company is a partnership, the Person making such wrongful representation is liable to any other holder of any Membership Interest or LLC Interest hereunder who incurs personal liability by reason of such wrongful representation.

ARTICLE 3 - PRINCIPAL PLACE OF BUSINESS, REGISTERED OFFICE AND AGENT

3.1 Principal Place of Business. The Company's principal office is initially located in Virginia. The Company may locate its places of principal place of business at any other place or places as the Company may from time to time deem advisable.

3.2 Registered Agent and Office. The registered agent and office of the Company for service of process within the Commonwealth of Virginia shall be that statutory agent as set forth in the Company's appointment of agent filed with the Virginia State Corporation Commission, as amended from time to time.

ARTICLE 4 - MEMBERSHIP

4.1 Initial Member. The Member of the Company listed on **Exhibit A** is the only Member of the Company as of the Effective Date of this Operating Agreement.

4.2 Subsequent Members. Each Person that shall become a Member shall in consideration of becoming a Member: (i) acquire an LLC Interest in accordance with the terms of the Code § 13.1-1038.1 and this Operating Agreement, (ii) execute consent minutes that duly ratify and approve this Operating Agreement or any amendments thereto as the Operating Agreement of the Company, and (iii) be listed on **Exhibit A** of this Operating Agreement or any amendments thereto. Any Person that has not fully complied with items (i), (ii), and (iii) above shall not be admitted as a Member.

4.3 Former Members. If a Member ceases to be a Member, **Exhibit A** shall be revised to reflect the change in the roster of Members of the Company. Upon revision of **Exhibit A**, any membership certificate issued to a Member as provided for by Section 4.5 shall be void.

4.4 Roster of Members. The name and mailing address of each Member and the contributions by such Member to the capital or assets of the Company shall be listed in alphabetical order on the books and records of the Company and on **Exhibit A** attached hereto and as may be amended from time to time as necessary to accurately reflect the information contained therein.

4.5 Form of Membership Interest. A Member's Membership Interest shall be denominated and represented in the form of a percentage of outstanding Membership Interest of the Company and may be evidenced by the issuance of a membership certificate issued by the Company and executed by the Manager, indicating the percentage amount of the Member's Membership Interest.

4.6 Membership Interest Definition. For purposes of this Operating Agreement, "Membership Interest" shall be defined as, and Members shall possess, both of the following rights: (i) Economic rights, which include, but are not necessarily limited to, the Member's LLC Interest (as defined below in Section 4.7); and (ii) Non economic rights (such as voting rights, agency rights, rights to receive notice of, to attend, and to participate in meetings, rights with respect to Company information, fiduciary rights, and dispute resolution rights).

4.7 LLC Interest Definition. An LLC Interest shall mean a Person's right under this Operating Agreement and under the Code to receive (i) allocations of the Company's income and losses; and (ii) distributions of the Company's cash and other assets of any kind or nature.

4.8 Member Authority and Agency. Notwithstanding any provision of the Code or this Operating Agreement, the Member shall have the authority to exercise any and all rights or powers granted to the Member pursuant to the express terms of this Operating Agreement or the Code, but not to act for or on behalf of, or to bind, the Company. Any Member who takes any unauthorized action for or on behalf of the Company in violation of this Section shall be solely responsible for any loss and expense incurred, including reasonable attorneys' fees, by the Company as a result of her unauthorized action and shall indemnify and hold the Company harmless with respect to any such loss or expense, including reasonable attorneys' fees.

ARTICLE 5 - RELATIONSHIP OF COMPANY AND ITS MEMBER TO A THIRD PERSON

5.1 Liability to Third Parties. The liability of the Member, Manager, Organizer, or other agents of the Company shall be limited in accordance with the Code.

5.2 Agency of Member and Manager. Unless the Articles of Organization of the Company specifically provide that the Company shall be managed by a Manager, each Member is an agent of the Company for

the purpose of carrying on the Company's ordinary course of business. However, this provision is limited in accordance with the terms of Section 4.8 above and Article 6 below.

ARTICLE 6 - MANAGEMENT OF THE COMPANY

6.1 Management of Company by Manager. The business and affairs of the Company shall be managed by a Manager. Management of the Company is initially vested in **Kirk Cizerle**, as appointed by the Member at the organizational meeting or by consent in lieu of such organizational meeting. The Company's Manager may exercise all such powers of the Company and do all such lawful acts and things as are not by the Code or by the Articles of Organization or by this Operating Agreement directed or required to be exercised or done by the Member. Without limiting the prior statement, the Manager has authority to bind the Company

6.2 Term. The Manager will serve until such Manager's successor is duly elected, qualified, and appointed, or until the Manager's earlier death, resignation, or removal.

6.3 Election of Manager. The Manager shall be elected annually by the Member at either (i) the Member's annual meeting, or (ii) a special meeting called for the purpose of voting for Manager. The Manager is elected by a majority vote of the Member of the Company. A proposed Manager must receive majority of the votes cast for his or her Manager position in order to be elected. Members may not cumulate their votes for this purpose.

6.4 Resignation. The Manager may resign at any time.

6.5 Removal. The Manager may be removed, either for or without cause, at any special meeting of Member by the affirmative vote of a majority of the Membership Interests entitled to vote.

6.6 Vacancies. Any vacancy occurring in the Manager may be filled by the affirmative vote of a majority of the remaining Manager(s), if any, or the affirmative vote of the Member. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Manager's position filled by reason of an increase in the number of Manager(s), shall be filled by election at an annual meeting or at a special meeting of Member called for that purpose.

6.7 Compensation of Manager. The Manager may be compensated by the Company for the service she provides. The terms of the compensation shall be those established in a separate contract between the Company and the Manager, provided such contracts are fair and reasonable to the Company. Such compensation for services may be set without regard to the income or loss of the Company, or it may be fixed in relationship to the results of operations.

6.8 Compensation of Member. The Member may be compensated for services rendered to the Company, either as a Manager or other agent of the Company. Any Manager Member or Member compensation paid in accordance with this Operating Agreement shall not be charged to their capital accounts as a distribution but shall be charges for the purposes of determining the Company's net income. Withdrawals of credit balances from the Member's capital account shall be made only at the times and in the amounts that the Member agrees upon from time to time.

6.9 Reimbursement of Member and Manager. All direct out-of-pocket expenses incurred by the Member or Manager shall be reimbursed by the Company.

ARTICLE 7 - MISCELLANEOUS

7.1 Invalid Transfers. Notwithstanding any other provision of this Operating Agreement or any other agreement among the Company and the Member, or any of them, the Company shall not issue and no

Member may sell, assign, or transfer any Membership Interest to any Person or encumber any Membership Interest in any manner that could cause a termination of the Company's status as an "S Corporation" under the Internal Revenue Code. Any such attempted sale, assignment, transfer, or encumbrance shall be null, void *ab initio*, and of no effect. No transfer of Membership Interest shall occur or be effective unless the Company's then present legal counsel or accounting firm reviews the proposed transfer and issues an opinion to the Company that such proposed transfer would not cause a loss of the Company's S corporation status.

7.2 Revocation of the Company's S Election. Revocation of the Company's election to be an S corporation under Section 1362(a) of the Internal Revenue Code must be approved by the Member or Members owning a majority of the Membership Interest of the Company.

7.3 Violation of Covenant. In the event of the violation of any provisions of Sections 7.1 or 7.2 hereof by a Member, the Member who authorizes or causes such violation (whether in her capacity as a Member, Manager, officer, employee, or agent of the Company or otherwise) shall be liable to the Company and to the other Member(s), if any, for any damages, liabilities, or costs resulting directly or indirectly therefrom, including, without limitation, any additional federal income tax liability of any of the other Member(s), if any, for any taxable year of such other Members during which the Company's fiscal year ends and the Company could otherwise have had an effective election under Subchapter S of the IRC; provided that any additional federal income tax liability of the other Member(s) that will result directly or indirectly from a violation of any provision of Sections 7.1 or 7.2 hereof, if any, shall be computed by an independent or certified public accountant or accounting firm then servicing the Company and shall be conclusive and binding upon the Company and the Member(s) for all purposes and in all respects.

7.4 Dissolution. The Company shall be dissolved and liquidated upon the happening of any of either (i) the affirmative vote of the Member or Members holding a majority of the Membership Interests of the Company; or (ii) the occurrence of any other event causing the dissolution of the Company under the Code.

7.5 Indemnification. The Company shall indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a Manager, Member, or Officer of the Company if it is determined in accordance with this Section that the person (i) acted in good faith; and (ii) reasonably believed that her conduct was in the Company's best interests. A person shall be indemnified under this Section against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding. A determination of indemnification under any provision of this Section must be made by the Manager who at the time of the vote is not named defendant or respondent in the proceeding.

7.6 Captions. Article and Section titles or captions contained in this Operating Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Operating Agreement or the intent of any provision hereof.

7.7 Construction. Whenever the singular is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

7.8 Entire Agreement. This Operating Agreement constitutes the complete and exclusive agreement among the Member with respect to the subject matter herein, and supersedes all prior agreements and understandings (written or oral) as to the subject matter herein.

7.9 Binding Effect. The provisions of this Operating Agreement will be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties.

7.10 Notices. Except as otherwise provided in other sections of this Operating Agreement, any notice or other communication required or permitted to be given under this Operating Agreement must be in writing and must be mailed by certified mail, return receipt requested, with postage prepaid. Notices addressed to a Member must be addressed to the Member's address listed in the records of the Company. Notices addressed to the Manager or the Company must be addressed to its principal office. The address of a Member, Manager, or the Company to which notices or other communications are to be mailed may be changed from time to time by the Member's, the Manager's, or the Company's giving written notice to the other Member(s) and Manager. All notices and other communications will be deemed to be given at the expiration of three (3) days after the date of mailing.

7.11 Litigation Expense. In the event of a default under this Operating Agreement, the defaulting party must reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including, without limitation, attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Operating Agreement or with respect to this Operating Agreement, the prevailing party or parties must be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorneys' fees at the trial level and on appeal. As used herein, "prevailing party" means the party in whose favor a final judgment, order, or decree is rendered or entered.

7.12 Third-Party Beneficiaries. The provisions of this Operating Agreement are intended solely for the benefit of the Member and Manager and create no rights or obligations enforceable by any third party, including creditors of the Company, except as otherwise provided by applicable law.

7.13 Severability. If one or more of the provisions of this Operating Agreement or any portion or application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof and any remaining portion or application thereof shall in no way be affected or impaired.

7.14 Modification or Amendment. The Member may amend or repeal the provisions of this Operating Agreement by unanimous agreement set forth in writing or by action taken at a meeting of Member called for that purpose. This Operating Agreement may not be amended or repealed by oral agreement of the Member, or by action of the Manager.

7.15 Further Assurance/Additional Documents. Member will execute such additional documents and take such actions as are reasonably requested by other Member(s), if any, or Manager in order to complete or confirm the transactions contemplated by this Operating Agreement.

7.16 Governing Law; Venue. This Operating Agreement will be governed by and must be construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law principles. Any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of this Agreement shall be exclusively filed and resolved only in state courts located in the City of Norfolk, Commonwealth of Virginia. The parties hereto may, without limiting any other remedies, rights, or recourse under the laws of the Commonwealth of Virginia, apply and pray to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary without posting an injunction bond.

Exhibit A

[Adopted and agreed to by the sole member as of June 27, 2018]

<u>Member</u>	<u>Initial Capital Contribution</u>	<u>Total Capital Contributions</u>	<u>Membership Interest Percentage</u>	<u>Member's Initials</u>
SkyCouch, LLC 440 Monticello Ave., Ste. 100 Norfolk, Virginia 23510	\$100.00	\$100.00	100.00%	<u>KL</u>

State of New Hampshire

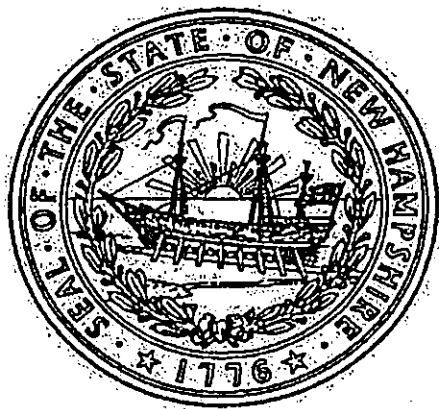
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRUST RECOVERY MANAGEMENT, LLC is a Virginia Limited Liability Company registered to transact business in New Hampshire on July 25, 2018. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 799832

Certificate Number: 0004158000



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of July A.D. 2018.

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

William M. Gardner
Secretary of State



State of New Hampshire Department of State



Business Name : TRUST RECOVERY MANAGEMENT, LLC

Business ID : 799832

Filing History

Tracking#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004142356	07/25/2018	07/25/2018	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
No Trade Name(s) associated to this business.		

Name History

Name	Name Type
No Name Changes found for this business.	

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Trust Recovery Management, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is June 27, 2018; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

*Signed and Sealed at Richmond on this Date:
July 18, 2018*



Joel H. Peck

Joel H. Peck, Clerk of the Commission

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Office of Professional Licensure and Certification**

REQUEST FOR PROPOSAL

**BOARD OF NURSING LICENSEE MONITORING PROGRAM
STATE FISCAL YEAR 2019**

I. INTRODUCTION

Funds will be appropriated for the provision of operating a program for monitoring/assisting impaired Nurses, as defined in the attached contract Exhibit A. Contracts will be awarded for State Fiscal Years 2019 (July 1, 2018 through June 30, 2019) with an option, at the Agency's discretion, for a two-year renewal.

The Office of Professional Licensure and Certification (OPLC), in conjunction with, and acting on behalf of, the Board of Nursing, is moving in the direction of a performance-based contracting system. A performance measure is an assessment of an entity's success in meeting defined expectations. The measures are instruments for obtaining accountability and achieving improvement. Various aspects of performance can be measured including: clinical quality and administrative function.

Using this framework, the OPLC has developed a set of performance measures that are required. The successful contractor will be asked to provide data to assess progress towards these measures and activities undertaken to achieve performance measures.

Board of Nursing Licensee (Licensee) Monitoring Program performance goals:

- Assist referred Licensees in identifying intervention resources to establish and evaluate the nature and severity of substance and alcohol abuse/dependence and/or mental or physical illness.
- Develop, administer, and monitor a treatment plan contract, which if violated, shall be reported to the Board within 2 business days.
- Monitor the recovery process, which may include body fluid monitoring, support group programs, and any other related program/interventions that will help the licensee return to full service in his/her professional capacity. Provide a pertinent one hour continuing education program yearly on, but not limited to, substance abuse to Board of Nursing Licensees without charge/fee.
- Send information to Licensees, educators, health care professional committees or organizations notifying them of the program on an annual basis.
- Provide monthly participation and quarterly statistical reports to the Board Administrator of the Board of Nursing before the last day of the following month including:
 - Number and source of referrals
 - number of individuals who sign participation agreements;
 - types of participation agreements signed including comprehensive evaluation(s), substance abuse or dependency, dual diagnosis, mental illness, physical illness/impairment;
 - number of cases referred to the program by the Board of Nursing including third party referrals that are participating but pending Board review;

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- number of licensee participants referred to the program by Board Order;
- number of self-referred cases closed and reason(s) for closure; number of active cases;
- number of licensee participants employed in nursing;
- number of licensee participants completing the program;
- number of licensee participants who are reported back to the Board for failing to comply with the participation agreement;
- monitoring activities, specific to the licensee's individual treatment plan/contract agreement

II. ELIGIBILITY

Proposals may be submitted by any established nonprofit corporation, public agency (agency or department of municipal, county, or state government) or by private proprietorships, partnerships or corporations, or by a consortium of public, nonprofit, and private entities. In the case of collaborative proposals, one corporation shall be designated as the lead and fiscal administrator for the program.

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III. PROCUREMENT TIMETABLE

May 21, 2018	Proposals due to OPLC
May 25, 2018	Notification sent by OPLC to all applicants regarding contract award decisions. The OPLC will send contract documents to the successful applicant for review and signature(s).
June 1, 2018	Contracts returned to OPLC from selected applicant.
July 1, 2018	Effective date of contract pending Governor & Council approval.

IV. APPROPRIATE USE OF FUNDS AND OTHER REQUIREMENTS

Proposals shall explain how the bidder will achieve performance measure targets and provide assurance that the bidder will accomplish the tasks in the attached contract Exhibit A(s).

Funds may be used to pay for salaries and benefits of program staff, subcontracts and consultants. OPLC funding may not be used to replace funding for a program already funded from another source.

Contractor will be paid on a monthly basis.

Contractor will be held accountable for meeting their programmatic projections or, when fitting, for revising projections with OPLC staff. Failure to make progress as projected or to revise projections in conjunction with OPLC staff may jeopardize the contractor's current and/or future funding. Corrective action may include actions such as contract amendment and/or termination of contract. The contracted organization will prepare progress and financial reports, as required by the OPLC.

Contractor shall be required to communicate with the OPLC on a monthly basis or as requested.

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V. PROPOSAL INSTRUCTIONS

A. Required Materials

The following required materials shall be submitted to the OPLC in order for a proposal to be complete:

1. Original proposal and 13 copies.
2. Current resumes of key personnel (current resume shall include the present position within the applying entity; they must be typed, and no more than 3 pages in length). If a key personnel position is not currently filled, include a job description of the vacant position.
3. Budget Summary Sheet

B. Proposal Timeline

The original, typewritten proposal and 13 copies shall be received (not simply postmarked) by the OPLC by 4:00 p.m. on May 21, 2018. No extensions will be granted. FAX copies will not be accepted. The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the applicant. The OPLC will in no way be responsible for delays in delivery caused by the United States Mail Service or other couriers or caused by any other occurrence. Proposals shall contain a Table of Contents, be double-spaced, in no less than 11-point font, and the pages shall be numbered following the Table of Contents. All acronyms shall be spelled out the first time that they are used. The source of all data cited shall be noted. All proposals become the property of the State of New Hampshire and will be a matter of public record. Proposals shall not be bound, but stapled or clipped in the upper left corner. Submit proposals to:

Denise Nies, Board of Nursing Administrator
State of New Hampshire
Office of Professional Licensure and Certification
121 S. Fruit Street
Concord, NH 03301

C. Proposal Outline

Proposals shall follow the outline presented in this section and are required to contain all listed components as follows:

1. Executive Summary (not to exceed 1 page)

Briefly summarize the proposal following the proposal outline. Provide an overview of the entity (include any networks or subcontractors to be involved), the proposal, the population(s) to be provided services, and the estimated total number of people to be served by these funds. The Executive Summary is an integral component in the proposal and review process and must be prepared as a stand-alone component.

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2. Entity Description (not to exceed 2 pages)

This section shall describe the overall mission, program, and services of the organization and how they relate to the performance measures and priorities described in Section I of the RFP.

- Describe experience and capacity to meet the goals, objectives and priorities of the Nursing Licensee Monitoring Program and the proposed performance measures.

3. Program Structure/Plan of Operation (not to exceed 5 pages)

- This section shall describe the applicant's proposed program and detailed activities that address the accomplishments of specific performance measures.

4. Budget and Justification

This section shall include:

- Summary of the budget.
- Budget Narrative (not to exceed 2 pages), which describes each personnel position and expense item for which funding is requested, linking each to the services to be provided.

D. Proposal Review and Evaluation Criteria

The OPLC will conduct an objective review of proposals received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective contractor in relation to the needs of this program as set forth in this RFP. The merits of each proposal will be evaluated individually according to the objective scoring criteria described below. The OPLC reserves the right to accept or reject any proposal, and to waive any minor irregularities in the proposals. The OPLC reserves the right to make final funding selections based on the availability of funds, geographic distribution of services, prior contract performance (if applicable), and other Agency priorities.

1. Table of Contents (not rated)
2. Executive Summary (not rated): A clear executive summary will assist reviewers in evaluating the proposal, and as such, proposals not having an executive summary will not be reviewed.
3. Contractor Description (40 points)

The extent to which:

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- The overall mission, program, and services of the organization relate to the Nursing Licensee Monitoring Program's performance measures and priorities as described in the RFP.
- The organization demonstrates the experience and capacity necessary to meet the performance measures proposed. This includes: a) the availability of qualified and experienced personnel b) their overall ability to perform the technical aspects of the monitoring program; c) investigation, intervention, and management of professional's health problems; d) staff that is experienced/qualified in the initial intake assessment e) staff that is qualified in the interpretation of urine, blood, and other drug screens (access to a medical review officer [MRO] is preferable); f) the availability of adequate facilities, general environment, and resources for the proposed services; and g) adequacy of plans for the administration of the program.

4. Proposed Program (40 points)

The extent to which:

- The proposal is programmatically relevant to the overall goals of the program as described in the RFP.
- The number of clients expected to be served are appropriate. Emphasis will be placed on demonstrated access to licensed healthcare professionals.
- An action plan is detailed for all performance measures and the plan describes steps necessary to meet or maintain applicant's performance measure target in a clear and rational process. Emphasis will be placed on outreach to achieve targeted levels of enrollment.
- The proposal presents a sound monitoring and evaluation plan that includes a quality assurance plan and states how progress towards performance targets will be measured.
- The program has a detailed plan for record keeping that allows access to information as required by the OPLC, while maintaining confidentiality of all cases.

5. Budget (20 points)

The extent to which:

- The budget is appropriate in relation to the proposed activities; is reasonable, clearly justified, and consistent with the intended use of funds.

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VI. MISCELLANEOUS

Notice of Selection Procedures

Notification will be sent to all applicants by **May 25, 2018**. Successful contract document completion will result in a contract becoming effective on July 1, 2018, or upon approval by the Governor and Executive Council of the State of New Hampshire, whichever is later. No services occurring before the effective date are reimbursable under the contract.

The Scopes of Services and Budget for the proposed contract will be negotiated based upon the merit of the proposal as evaluated by the review panel, availability of funding, and conditions of the award. Failure of a selected applicant to satisfactorily negotiate within a reasonable time may result in the applicant forfeiting its award.

The OPLC may negotiate the funding of geographic service areas and selected activities of a proposal if other activities can be funded more efficiently through different providers. The OPLC may also require the contractor to make appropriate linkages with other organizations and programs in order to receive funding.

Amendments

The OPLC has the option of amending contracts throughout the funding cycle based on performance, fiscal expenditure, and other contract requirements. All amendments require approval by Governor and Council.

Renewals

The contract for SFY 2019 may be written with the possibility for renewal for an additional 2 years, subject to availability of funds.

Cancellation

The OPLC may, during the proposal review process or at any time prior to the selection, cancel this request for proposals or reject all proposals, if the OPLC determines that it is in its own best interest or the best interest of the State of New Hampshire to take such action. Notice of the cancellation will be made to applicants or potential applicants, as appropriate.

Insufficient Response

The OPLC, upon determining that no satisfactory proposals have been received for any particular service, may decide to provide this service directly, may negotiate with a successful applicant for a related service to include this particular service as part of the service package, or may re-bid for this particular service.

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VII. PERFORMANCE MEASURE DEFINITIONS

Performance Measure #1

Measure: Number of Licensees receiving services

Definition: **Numerator** - Number of Licensees enrolled in the program who received services during the reporting quarter

Denominator - Number of Nurse Licensees in New Hampshire.

Data Source: Medical records, clinical encounter data, clinical reports

Performance Measure #2

Measure: Number of newly-enrolled Licensees

Definition: **Numerator** - Number of newly enrolled Licensees per quarter

Denominator - Number of Licensees enrolled in the program each quarter

Data Source: Medical reports, clinical encounter data, clinical reports.

Note: Performance measure must indicate voluntary enrollees and mandated enrollees.

Performance Measure #3

Measure: Noncompliance rate

Definition: **Numerator** - Number of Licensees who initially enrolled in the program and who violate their contract each quarter.

Denominator - Number of Licensees who enroll in the program each quarter

Data Source: Medical reports, clinical encounter data, clinical reports

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**RFP - EVALUATIVE CRITERIA
PROFESSIONALS' HEALTH PROGRAM**

The OPLC will conduct an objective review of proposals received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective contractor in relation to the needs of Board of Nursing Licensee Monitoring Program as set forth in this RFP. The merits of each proposal will be evaluated individually according to the objective scoring criteria described below. The OPLC reserves the right to accept or reject any proposal, and to waive any minor irregularities in the proposals. The OPLC reserves the right to make final funding selections based on the availability of funds, prior contract performance (if applicable), and other OPLC priorities.

1. EVALUATION OF MINIMUM REQUIREMENTS - (Maximum Points: 25)

The purpose of this phase is to determine if each proposal is sufficiently responsive to the Request for Proposals to permit a complete evaluation of the Personnel, and Cost Proposal. Failure to comply shall deem the proposal nonresponsive and subject to rejection without further consideration. The OPLC reserves the right to waive minor irregularities.

The minimum requirements for the proposal to be given consideration are:

- The proposal must be received before the closing date of May 21, 2018.
- The proposal must contain explanation and disclosure of all services.
- The proposal must contain a Transmittal Letter.

2. EVALUATION OF THE ORGANIZATION - (Maximum Points: 20)

Only those proposals passing the minimum requirements will be considered. The OPLC reserves the right to reject any and all proposals.

The OPLC will evaluate the experience, corporate resources, and corporate qualifications of the bidder. The OPLC will determine to what extent the organization has the capabilities to take on the additional workload that would be generated by this contract and the bidder's financial ability to undertake the contract. References will be checked.

3. EVALUATION OF SCOPE OF WORK - (Maximum Points: 40)

The scope of work specifications as set forth in the RFP will be evaluated to determine whether the requirements are met.

4. EVALUATION OF THE COST PROPOSAL - (Maximum Points: 40)

The corresponding cost proposal will be examined to determine if the cost meets all minimum requirements and its calculation are accurate. Any contract that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the OPLC. The OPLC reserves the right to reject any and all contracts.