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State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 7 Eagle Square, Suite 200
 Concord, New Hampshire 03301-2412
 Telephone: 603-271-2152

LINDSEY B. COURTNEY
 Executive Director



June 24, 2021

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

REQUESTED ACTION

Authorize the Office of Professional Liability and Certification (OPLC), Division of Health Professions, to enter into a five-year contract with Parkdale Aftercare LLC (Parkdale), Chesterton, Indiana, in an amount not to exceed \$2,125,000, to manage and administer the professionals' health program (PHP) for fiscal years 2022 through 2026, effective July 1, 2021, through June 30, 2026, upon Governor and Council approval. 100% Agency Funds.

V# 318629

Funds are anticipated to be available in the following account for Fiscal Years 2022, 2023, 2024, 2025, and 2026, upon the availability and continued appropriation of funds in future operating budgets as follows:

01-21-21-211010-24040000 - Office of Professional Licensure and
 Certification Division of Administration
 531 - 500372 Impaired Programs

<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>Total</u>
\$425,000	\$425,000	\$425,000	\$425,000	\$425,000	\$2,125,000

EXPLANATION

The Board of Nursing is statutorily required to contract with an organization to operate a PHP for licensees who are impaired by substance use disorder or mental or physical illness. RSA 326-B:36-a, VI. Other health licensing boards within OPLC, including but not limited to the Board of Medicine and

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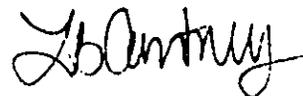
June 24, 2021

Board of Pharmacy, may require licensees whose ability to practice safely is impaired or could reasonably be expected to become impaired by a mental or physical illness, including by substance abuse or disruptive behavior, to participate in a PHP as a condition of continued licensure. The PHP develops, administers, and monitors treatment plan contracts with licensees. The PHP may require impaired licensees to obtain care, counseling, or treatment. The PHP monitors the licensee's recovery process, which may include body fluid monitoring, support group programs, and any other related programs or interventions that will help the healthcare professional return to full service in his or her professional capacity. If the licensee violates the contract with the PHP, the PHP reports the licensee to the respective licensing board for possible disciplinary action.

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

OPLC advertised for bids on the state's website, as required by RSA 21-G. OPLC received two bids. Parkdale was scored the highest and also offered the lowest price.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

State of New Hampshire
Office of Professional Licensure and Certification
RFP # OPLC 2022-01
Healthcare Professional Monitoring Program
for Licensees of Health Professions
State Fiscal Years 2022-2026
Vendor Scoring

Vendor Name	Total Bid Price (FY22-FY26)	Total Score
New Hampshire Professionals Health Program	\$4,034,280	108
Parkdale Aftercare, LLC	\$2,125,000	111

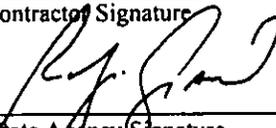
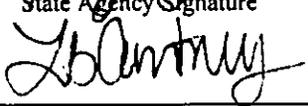
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name Parkdale Aftercare, LLC		1.4 Contractor Address 350 Indian Boundary Rd Chesterton, IN 46304	
1.5 Contractor Phone Number (888) 883-8433	1.6 Account Number 01-21-21-24040000 531-500372	1.7 Completion Date 06/30/2026	1.8 Price Limitation \$2,125,000
1.9 Contracting Officer for State Agency Jason Richard, Business Administrator		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature  Date: 6/23/2021		1.12 Name and Title of Contractor Signatory Rodrigo Garcia, CEO	
1.13 State Agency Signature  Date: 6/24/21		1.14 Name and Title of State Agency Signatory Lindsey Courtney, Executive Directr	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 6/24/2021			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials RG
Date 6/23/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"
SPECIAL PROVISIONS

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

- 5 **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services, and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to State laws and regulations regarding the use and disclosure of such information, disclosure may be made to the professional's licensing board requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a 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 "B"
PERFORMANCE MEASURES AND SCOPE OF SERVICES

Performance Measure #1

Measure: Number of Professionals Receiving Services, subcategorized by the type of referral (substance and alcohol abuse/dependence, mental or physical illness, behavioral issues and/or burnout.

Definition: **Numerator** - Number of professionals enrolled in the program who received services during the reporting month
Denominator - Number of professionals in New Hampshire that month eligible for the program*

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

Performance Measure #2

Measure: Number of Newly-Enrolled Professionals by Board Order

Definition: **Numerator** - Number of newly enrolled professionals enrolled by board order**
Denominator - Number of professionals enrolled in the program each month*

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

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #3

Measure: Number of Newly-Enrolled Professionals by Self-Report

Definition: **Numerator** - Number of newly-enrolled professionals per month**
Denominator - Number of healthcare professionals enrolled in the program each month*

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

Note: Performance measure must indicate whether the enrollee is voluntary or mandated.

Performance Measure #4

Measure: Relapse Rate

Definition: **Numerator** - Number of professionals who initially enrolled in the program and who relapsed into addictive behavior or otherwise violate their contract each year.

Denominator - Number of professionals enrolled in the program each year*

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

Performance Measure #5

Measure: Number of professionals completing the program successfully

Definition: **Numerator** - Number of professionals who initially enrolled in the program and completed it successfully.

Denominator - Number of professionals enrolled in the program each month*

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

Performance Measure #6

Measure: Number of Missed Drug Screen and/or Monitoring Activities per month by professionals in the monitoring program

Definition: **Numerator** - Number of professionals who missed a drug screen and/or monitoring activity that month.

Denominator - Number of Drug Screen and/or Monitoring Activities that month.

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

**The Provider will be given a number of licensees (denominator) for each board at the beginning of the fiscal year to be used for that year. The breakdown should be by Board in total (i.e. Board of Medicine total, Board of Nursing total, etc.)*

***The Provider should not "double count" a newly enrolled mandated professional that was previously voluntary, but the number should be reported in an explanation box.*

****For an estimated number of licensees per board, for sample report development for the proposal, our annual report for FY2020 is posted here: [Annual Reports | NH Office of Professional Licensure and Certification](#). It may contain helpful information.*

Quarterly reports shall be provided to the Director of Licensing and Board Administration at the close of each quarter.

PROFESSIONALS' HEALTH PROGRAM

The Contractor shall provide a comprehensive monitoring program to the Boards of Medicine, Pharmacy, Dental Examiners, Podiatry, Mental Health, Optometry, Psychology, LADC, Chiropractic Examiners, Licensed Dietitians, Midwifery, Veterinary Medicine, and Nursing for Physicians, Physician Assistants, Resident Physicians in Training, Pharmacists, Dentists, Podiatrists, Mental Health Practitioners, Optometrists, Psychologists, Veterinarians, licensees of the Licensed Alcohol and Drug (LADC) Board, Chiropractors, Dietitians, Midwives, and licensees of the Board of Nursing ("Healthcare Professionals") in the State of New Hampshire ("State"), for any impairment from alcohol or substance abuse/dependence, mental or physical illness, behavioral issues and/or burnout and/or behavioral or physical conditions. The State has the sole option to renew this contract for an additional one-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 the eligible professionals licensed in this state and, for the Boards of Dental Examiners and Medicine, all those seeking licensure.

The Contractor shall assist referred 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 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 Professional's health or impairment problems shall be a referral resource for Eligible 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 both the Director of Licensing and Board Administration within two business days of the violation.

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

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

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

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

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

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

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

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

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

III. Quality or Performance Improvement (QI/PI)

The Contractor shall submit a Work Plan/Summary of Activity Reporting Form on a quarterly that accurately details activities, educational presentations, clinical outcomes and continuous quality improvement plans that monitor and evaluate the agency's progress towards achieved goals. The Work Plan must contain mutually agreeable metrics.

A Quality Improvement (QI) report with relapse statistics and performance measures will be developed and submitted on a quarterly basis containing mutually agreeable metrics.

- The Director of Licensing and Board Administration or its designee 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 "C"
METHOD AND CONDITIONS PRECEDENT TO PAYMENT

PROFESSIONALS' HEALTH PROGRAM

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

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

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

Please let the below signature affirm that I have reviewed and understand the expectations of all details outlined in pages 1-8 of this document.



Rodrigo Garcia CEO
June 23, 2021

State of New Hampshire

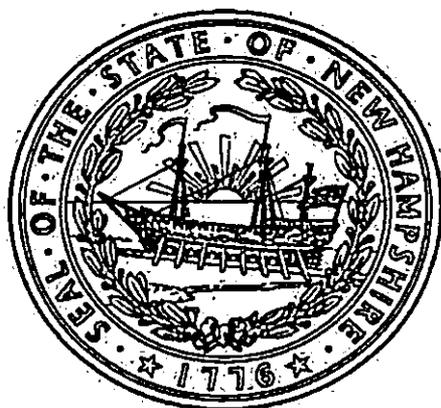
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PARKDALE AFTERCARE LLC is a Indiana Limited Liability Company registered to transact business in New Hampshire on May 18, 2020. 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: 842414

Certificate Number: 0005385585



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of June A.D. 2021.

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

William M. Gardner
Secretary of State

PARKDALE AFTERCARE, LLC
BOARD RESOLUTION

June 23, 2021

The Board of Parkdale Aftercare, LLC (consisting of Rodrigo Garcia, Claudia Garcia, David Cummins and Scott Geans) hereby authorizes Rodrigo Garcia, in his capacity as Chief Executive Officer of Parkdale Aftercare, LLC, to sign on behalf of Parkdale Aftercare, LLC on any and all documents relating to the New Hampshire Monitoring Contract awarded to Parkdale Aftercare, LLC.

Reviewed and approved by:



Claudia Garcia
Chief Operations Officer / Shareholder
Parkdale Aftercare, LLC

6-23-2021

Date

WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY



AR INFORMATION PAGE

175 Berkeley Street Boston, MA 02116

Issued by LM INSURANCE CORPORATION 27243

Policy Number WC5-39S-734395-011 Issuing Office 0354
RENEWAL OF: WC5-39S-734395-010 Issue Date 01-04-21
Account Number 9-734395 Sub Account 0000

1. Insured and Mailing Address
PARKDALE CENTER LLC

RISK ID 131129041

350 INDIAN BOUNDARY RD
CHESTERTON, IN 46304-1511

Status 46 - LIMITED LIABILITY CO
Other workplaces not shown above: SEE ITEM 4. PREMIUM - EXTENSION OF INFORMATION PAGE

2. Policy Period: The policy period is from 01-05-2021 to 01-05-2022 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: IN

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	100,000	each accident
Bodily Injury by Disease	\$	500,000	policy limit
Bodily Injury by Disease	\$	100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

REFER TO RESIDUAL MARKET LIMITED OTHER STATES INSURANCE ENDORSEMENT WC 00 03 26A

D. This policy includes these endorsements and schedules: SEE EXTENSION OF INFORMATION PAGE

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$	762 (IN)	Total Estimated Annual Premium	\$ 4,049
Premium will be billed	ANNUAL			

Producer 0004-018186
GENERAL INSURANCE SERVICES INC
PO BOX 418
MICHIGAN CITY IN 46361

Extension of Information Page WC 00 00 01 A Item 4.

State of: INDIANA

Classification of Operations Entries in this item, except as specifically provided elsewhere in this policy; do not modify any of the other provisions of this policy	Code No.	Premium Basis Estimated Total Annual Remuneration	Rate Per \$100 Of Remuneration	Estimated Annual Premium
0001-01 PARKDALE CENTER LLC FEIN # 47-2054195 SIC CODE 8011 NAICS CODE 621111 350 INDIAN BOUNDARY RD CHESTERTON IN 46304-1511				
CLERICAL OFFICE EMPLOYEES NOC	8810	\$ 32,500	.12 \$	39.00
HOSPITAL-PROFESSIONAL EMPLOYEES	8833	\$ 326,900	.56 \$	1,831.00
HOSPITAL-ALL OTHER EMPLOYEES	9040	\$ 103,000	1.91 \$	1,967.00
TOTAL CLASS PREMIUM			\$	3,837.00
EXPERIENCE PREMIUM .92	9898		\$	-307.00
ASSIGNED RISK SURCHARGE	0077		\$	234.00
STANDARD TOTAL			\$	3,764.00
EXPENSE CONSTANT	0900		\$	160.00
TERRORISM .01	9740		\$	46.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .01	9741		\$	46.00
SECOND INJURY FUND SURCHARGE 1.0083	0935		\$	33.00
FINAL TOTAL			\$	4,049.00
POLICY TOTAL ESTIMATED COST			\$	4,049.00

Experience Modification: .92

RISK ID: 131129041

Policy No. WC5-39S-734395-011

Page No. 1

Endorsement Schedule

WC5-39S-734395-011

FORM NUMBER FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

WC 00 03 26 A	RESIDUAL MKT LTD OTHER STATES INS ENDT
WC 00 04 04	PENDING RATE CHANGE ENDT
WC 00 04 13	A/R PREMIUM SURCHARGE ENDORSEMENT
WC 00 04 14 A	90DAY REPORT-NOTIF CHANGE IN OWNERSHIP
WC 00 04 17 B	A/R LOSS SENSITIVE RATING PLAN NOTIF
WC 00 04 19	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 25	EXPERIENCE RATING MODIFICATION FCTR REV

Miscellaneous Forms Schedule

WC5-39S-734395-011

FORM NUMBER

FORM NAME

WORKERS COMPENSATION FORMS AND ENDORSEMENTS

CNW 90 06	03-19	PRODUCER PACKAGE
GPO4756 R5	01-13	PRIVACY PRACTICE DISCLOSURE NOTICE
SNW0414	01-20	LIBERTY MUTUAL PRIVACY NOTICE - CA
CNW 90 12	08-19	RESIDUAL MARKET SMALL EMPLOYER SURVEY
GPO4621	01-96	POLICYHOLDER INFO PACKET COVER PAGE
GPO4692	03-97	POLICY ENCLOSED LETTER
SNW 13 01	01-19	IN CONTACT AT A GLANCE
WLOGO	01-13	LIBERTY LOGO COVER PAGE
WC 00 00 01 A	07-11	INFORMATION PAGE - WC 00 00 01 A
GPO2923	01-96	EXTENSION OF INFO PAGE
WC 99 50 04	01-15	POLICY JACKET WC 00 00 00 C
WC 00 04 21 E	01-21	CATASTROPHE (OTHER THAN CERT ACTS) ENDT
WC 00 04 22 C	01-21	TERRORISM RISK PGM REAUTH ACT DISCL ENDT



nh.gov
Licensing Home

Person Information

Name: David Cummins

License Information

License No: EL02424
Profession: OPLC
License Type: Emergency License
License Status: Active
Issue Date: 5/19/2020

Emergency License Verification

Active License or Certification	State	Comments	Discipline Action
Physician	Indiana		No

THE AMERICAN BOARD OF ADDICTION MEDICINE

hereby certifies that

David Michael Cummins, MD

has successfully fulfilled the requirements of this Board
and is declared a

Diplomate of the American Board of Addiction Medicine

Certified for the period

November 15, 2014 - December 31, 2024

Robert J. Sokol, M.D.

Martha J. Wunsch, M.D., FAAP, FASAM

Gail D'Oriollo, M.D., M.S.

Hoover Adger, Jr., M.D., M.P.H., M.B.A.

Michael M. Miller, M.D., FASAM

James M. Vanderploeg, M.D., M.P.H.

Louis E. Boker, Sr., M.D., FASAM

Jeffrey H. Samet, M.D., M.A., M.P.H.

Richard D. Bondeff, M.D.

Petros Levounis, M.D., M.A., FASAM

Lon R. Hays, M.D., M.B.A.

Jeffrey N. Wilkins, M.D., FASAM

Larry M. Gerzelle, M.D., FACS

Patrick G. O'Connor, M.D., M.P.H.

Edward V. Nunes, M.D.

Peter D. Friedman, M.D., M.P.H., FASAM

Karen Drazler, M.D.

Jané Liebschutz, M.D., M.P.H.



Certification No. 2014404