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STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
OFFICE OF THE EXECUTIVE DIRECTOR

Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

7 EAGLE SQUARE, CONCORD, NH 03301-4980
Telephone: 603-271-2152
TDD Access: Relay NH 1-800-735-2964
www.oplc.nh.gov

May 15, 2023

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), to amend existing agreements with Contractors listed below in **bold** in an amount not to exceed the shared price limitation of \$150,000 to continue providing Dental Anesthesia Inspection services, statewide for the OPLC, with the option to renew for up to three (3) additional years, effective upon Governor and Executive Council approval through June 30, 2024. No minimum or maximum individual contract amounts are guaranteed. 100% Agency Funds

The original agreements were approved by the Governor and Executive Council on October 19, 2022 (Item #31).

Contractor Name	Vendor Code	City/State	Contract Shared Price Limitation
Gregory R. Aprilliano	427553	Plymouth, NH	\$150,000
Amy D. Field	425043	Lowell, MA	
Rudolph L. Pavlesich	424036	Nottingham, NH	
Daniel E. Rice, Jr.	427639	Bristol, NH	
Dwayne Joseph Thibeault	424030	Pittsfield, NH	

Funds are anticipated to be available in the following account for State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget.

01-21-21-21010-240400000 Division of Administration	<u>FY 2024</u>
046-500462 - Consultants	\$150,000

EXPLANATION

The purpose of this request is to ensure licensed dental examiners, anesthesiologists and/or nurse anesthetists continue to be available for inspection of dental facilities for the use of anesthesia on behalf of the Office of Professional Licensure and Certification (OPLC).

The OPLC extended the offer to continue contracted services to all five (5) vendors. However, only two (2) of the five (5) vendors chose to continue working with OPLC in this capacity. There are no minimum or maximum number of inspections guaranteed to any one contractor. This request represents two (2) of

five (5) contracts being renewed and two (2) of two (2) amendments that will be presented to the Governor and Executive Council for consideration and approval.

The Contractors utilize report formats provided by the OPLC to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractors maintain a current, valid, and unrestricted license as a New Hampshire:

- Dental provider who possesses an unrestricted license and a General Anesthesia/Deep Sedation Permit; or
- Anesthesiologists; or
- Nurse anesthetists.

Contractors conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules DEN 300 Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists, to assist the Board of Dental Examiners with the issuance of appropriate licensure, certification, and/or permit.

Additionally, Contractors assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices to ensure the protection of public health in relation to dental anesthesia practices.

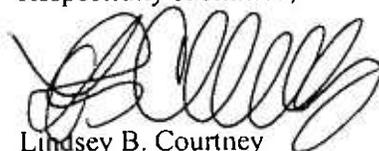
As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval. The OPLC is exercising its option to renew services for one (1) year of the four (4) years available.

Should the Governor and Executive Council not authorize this request public health may be at risk due to the backlog of inspections that are necessary for dental anesthesia services.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Based on the foregoing, I am respectfully recommending approval of the amendments to the Dental Anesthesia Inspection services.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1**

This Amendment to the Dental Anesthesia Inspector contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and Amy D. Field, DMD ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Grant Agreement Provisions, Paragraph 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Heather A. Kelley, Director of Operations.
3. Correct the title to Exhibit A, Revisions to Standard Grant Agreement Provisions, to read:
Revisions to General Provisions

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be ~~Choose an item~~.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Office of Professional Licensure and Certification

5/12/23
Date


Name: Lindsey B. Courtney
Title: Executive Director

4/21/23
Date

Amy D. Field, DMD


The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/15/23
Date

Christopher Bond
Name: Christopher G. Bond
Title: Senior Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2022

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

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

PRODUCER Integrated Insurance Solutions, LLC 1881 Worcester Road; Suite 101 Framingham MA 01701		CONTACT NAME: Michelle Crocker PHONE (A/C, No, Ext): (508) 370-0002 FAX (A/C, No): (508) 370-0758 E-MAIL ADDRESS: mcrocker@iisagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OMS National Insurance Co. NAIC # 44121	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2281553178 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Retro date 7/1/1995 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		23343	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

Amy D. Field, DMD

Education

Fellowship	Oral Surgical Institute, Nashville, TN	1995-1996
Chief Resident	St Lukes/Roosevelt Hospital, New York, NY. Oral and Maxillofacial Surgery	1995
Residency	St Lukes/Roosevelt Hospital, New York, NY. Oral and Maxillofacial Surgery	1991-1995
Internship	St Lukes/Roosevelt Hospital, New York, NY. General Practice Residency	1990-1991
DMD	University of Pennsylvania School of Dental Medicine, Philadelphia, PA	1990
B.A.	Middlebury College, Middlebury, VT	1985-1986
High School	St. Paul's School, Concord, NH Graduated with Honors in Math	1982

Experience

- Associate, Lowell and Nashua Oral Surgery Associates 1998 -present
- Provider, Department of Oral and Maxillofacial Surgery, Dartmouth Hitchcock Clinic, Lebanon, NH. 1997-1998
- Private Practice, Keene NH 1997
- Associate, Oral Surgical Institute. Surgeon and Quality Assurance Officer 1996-1997

University Appointments

Dartmouth Medical School, Professor, Department of Oral and Maxillofacial Surgery 1997

- University of Tennessee, Knoxville, TN Fellow July 1995-June 1996

- College of Physicians and Surgeons, Columbia University. Post Doctoral Residency Fellow, Department of Oral and Maxillofacial Surgery 1991-1995
- Columbia/Presbyterian Medical College, Assistant Professor Department of Anatomy November 1993-March 1994

Licensure

- New Hampshire Dental License # 3057 Active. Issued 1997
- Massachusetts Dental License # 19630, Active. Issued 1998.
- Tennessee Dental License #7223, Inactive. Issued March, 1996.
- New York Dental License #042916, Inactive. Issued July 1990.

Affiliations/Memberships

- American Board of Oral and Maxillofacial Surgeons. Diplomate. Board Certified March 1997.
- American Association of Oral and Maxillofacial Surgeons. Fellow.
- American College of Oral and Maxillofacial Surgeons. Fellow
- American Dental Association. Member 1990
- Greater Nashua Dental Society 1998
- Massachusetts Society of Oral and Maxillofacial Surgeons
- New Hampshire Society of Oral and Maxillofacial Surgeons
- Psi Omega Fraternity Alumni Society 1990

Hospital Appointments

- Lowell General Hospital, Lowell, MA. Active Medical Staff Privileges, 1998 to present.
- St. Joseph's Hospital, Nashua, NH. Courtesy Staff Privileges. 1998 to present.

Publications/Presentations

- Discussion of "Facial and Trigeminal Nerve Following Arthroscopic Surgery of the Temporomandibular Joints". Carter, J.B., Field, A.D. Journal of Oral and Maxillofacial Surgery 54:1 pp. 43-44, 1996
- Presentation Field, A.D., "The True Cost of Maxillofacial Procedures : An Introductory Model of Cost Analysis". Presentation for the University of Tennessee Continuing Education Conference – Phoenix , AZ. March 1996
- Presentation Field, A.D., Carter, J.B. "Demographics of a Private Oral and Maxillofacial Surgery Practice". Presentation for the 1996 Annual Meeting of the American Association of Oral and Maxillofacial Surgeons, Miami, FL September 1996
- Published Hersh, E.V., Barasch, A., Field, A.D., Cooper, S.A., "the Role of Endogenous Opiates on the Analgesic Response to Placebo and Ibuprofen". Abstract published for the 1990 meeting of the American Society for Clinical Pharmacology and Therapeutics. 1990

- Presented and Published, : Field, A.D., Feldman, C.A., Eschenaur, A.E., Felman, R.S. " Periodontal Examination Site Effect on Interexaminer Agreement". Abstract for IADR meeting 1990k Poster presentation – Cincinnati, OH March 1990

NIH Training Grants:

"Reliability of Interexaminer Measurements in Assessment of Periodontal Disease." Analyzed data and organized results for publication and presentation to the International Association of Dental Research. 1989.

" A Double Blind, SingleDose, Parallel Group Study Evaluating the Contribution of Endorphins and Enkephalins to Analgesic Effects of Placebo and Ibuprofen." Assisted in writing protocol, recruited study patients, administered study, collected and analyzed results for publication. 1988.

Awards

- Only Appointed Student Representative for the University of Pennsylvania Dean Search Committee, 1988-1989
- Proctor and Gamble Preventive Dentistry Dean's Award for written presentation of a three week study of a clinical patient. 1996.

State of New Hampshire



Board of Dental Examiners

Authorized as
Dentist

Issued To

AMY DOUGLAS FIELD, DMD

License Number: 03057

Active

Oral and Maxillofacial Surgery

General Anesthesia/Deep Sedation Permit

Issue Date: 04/01/1998

Expiration Date: 04/30/2024

State of New Hampshire



Board of Dental Examiners

Authorized as
General Anesthesia/Deep Sedation Permit

Issued To
AMY DOUGLAS FIELD, DMD

License Number: 03057
Active

Issue Date: 02/10/2014

Expiration Date: 04/30/2024

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BF4360347	09-30-2024	\$888
SCHEDULES	BUSINESS ACTMITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	08-02-2021
FIELD, AMY DOUGLAS DMD		
[REDACTED]		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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FIELD, AMY DOUGLAS DMD		
[REDACTED]		

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

Lindsey B. Courtney
 Executive Director



October 5, 2022

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), to enter into contracts with the Contractors listed below in an amount not to exceed the shared price limitation of \$150,000 to provide Dental Anesthesia Inspection services, statewide for the OPLC, with the option to renew for up to four (4) additional years, effective upon Governor and Executive Council approval through June 30, 2023. No minimum or maximum individual contract amounts are guaranteed. 100% Agency Funds

Contractor Name	Vendor Code	City/State	Contract Shared Price Limitation
Gregory R. Aprilliano	427553	Plymouth, NH	\$150,000
Amy D. Field	425043	Lowell, MA	
Rudolph L. Pavlesich	424036	Nottingham, NH	
Daniel E. Rice, Jr.	427639	Bristol, NH	
Dwayne Joseph Thibeault	424030	Pittsfield, NH	

Funds are available in the following account:

01-21-21-21010-240400000 Division of Administration

FY 2023

046-500462 - Consultants

\$150,000

EXPLANATION

The purpose of this request is to ensure licensed dental examiners, anesthesiologists and/or nurse anesthetists are available to inspect dental facilities for the use of anesthesia on behalf of the Office of Professional Licensure and Certification.

This request represents five (5) of five (5) contracts that will be presented to the Governor and Executive Council for consideration and approval. There are no minimum or maximum number of inspections guaranteed to any one contractor. Contractors will be added to a list of contractors approved by the agency to conduct inspections on behalf of the Office of Professional Licensure and Certification.

The Contractors must utilize report formats provided by the Office of Professional Licensure and Certification to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractors must maintain a current, valid, and unrestricted license as a New Hampshire:

- Dental provider who possesses an unrestricted license and a General Anesthesia/Deep Sedation Permit; or
- Anesthesiologists; or
- Nurse anesthetists.

Contractors must conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules DEN 300 Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists, to assist the Board of Dental Examiners with the issuance of appropriate licensure, certification, and/or permit.

Additionally, Contractors will assist the Office of Professional Licensure and Certification with arranging and completing unannounced inspections of dental facilities and/or offices to ensure the protection of public health in relation to dental anesthesia practices.

The Office of Professional Licensure and Certification selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the agency's website from March 29, 2022 through April 15, 2022. The agency received seven (7) responses that were reviewed and scored by a team of qualified individuals. All seven (7) respondents were selected to ensure the backlog of inspections could be completed in an expeditious manner. However, two (2) respondents withdrew their applications from consideration. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this request public health may be at risk due to the backlog of inspections that are necessary for dental anesthesia services.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

Dental Anesthesia Inspector (RFA-2022-02) Final Score Sheet

	Maximum Points Available	Amy D. Field, DMD	Daniel E. Rice, Jr., CRNA, DNP	Dwayne Joseph Thibeault, DNP, ARNP, CRNA	Gopi K. Voonna, DDS, MHA	Gregory R. Aprilliano, APRN, CRNA, NSPM-C	Rudolph L. Pavlesich, DNP, CRNA, FNP-BC, APRN	Thomas C. Bloomquist, MSN, CRNA, BCH
					Withdrawn			Withdrawn
Question 1: Current valid and unrestricted license.	10	10	10	10	0	10	10	0
Question 2: Knowledge of profession's laws, rules, clinical practice setting, and ethics code. Question 3: Experience in quality assurance. Question 4: Familiarity with electronic records review. Question 5: Experience in administering anesthesia.	90	80.25	81	85.5	0	78.75	68	0
Totals:	100	90.25	91	95.5	0	88.75	78	0

Reviewer Name	Title
Jessica M. Wheelahan	OPLC Board Administrator
Jessica F. Kallipolites, Esq.	OPLC Director, Division of Enforcement
Puneet Kochhar, DMD	Board of Dental Examiners Member, President
Howard J. Ludington, DDS	Board of Dental Examiners Member

Subject: Dental Anesthesia Inspector (RFA-2022-02-03)

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

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.2 Contractor Name Amy D. Field, DMD		1.4 Contractor Address _____ _____	
1.3 Contractor Telephone Number _____	1.6 Account Number 24040000-500462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Amy D. Field, DMD Date: Aug 30, 2022		1.12 Name and Title of Contractor Signatory Amy D. Field, DMD	
1.13 State Agency Signature s/Lindsey B. Courtney Date: Sep 12, 2022		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Lorrie A Rudis Director, On: Sep 16, 2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Sheri Phillips On: 9/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) 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, formulac, 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, 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

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or
- 1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:
 - 14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and
- 1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:
 - 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
- 1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:
 - 15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

Office of Professional Licensure and Certification
Dental Anesthesia Inspector



Exhibit B

- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
- 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
- 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
- 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
- 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
- 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
- 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1**

This Amendment to the Dental Anesthesia Inspector contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and Daniel E. Rice, Jr. CRNA, DNP ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 19, 2022 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Grant Agreement Provisions, Paragraph 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Heather A. Kelley, Director of Operations.
3. Correct the title to Exhibit A, Revisions to Standard Grant Agreement Provisions, to read:
Revisions to General Provisions

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be ~~Choose an item~~

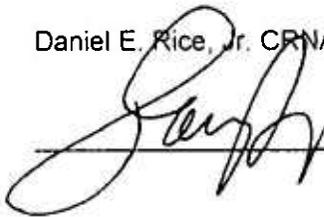
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Office of Professional Licensure and Certification

5/10/23
Date


Name: Lindsey B. Courtney
Title: Executive Director

5/12/23
Date

Daniel E. Rice, Jr. CRNA, DNP


The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/15/23
Date

Christopher Bond
Name: Christopher G. Bond
Title: Sr. Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2023

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

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

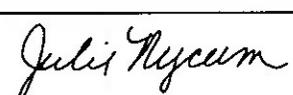
PRODUCER AANA Insurance Services 116 S. Prospect Avenue Park Ridge, IL 60068	CONTACT NAME: PHONE (A/C, No, Ext): (800) 343-1368 FAX (A/C, No): (800) 547-2220	
	E-MAIL ADDRESS: insuranceinfo@aana.com	
INSURED Collaborative Anesthesia Partners, PLLC <hr/> <hr/>	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: The Medical Protective Company 11843	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			B08401	10/21/2022	10/21/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured: Daniel E. Rice; CRNA;
Occurrence: Limits: ME, NH, VT-\$1,000,000/\$3,000,000;
Coverage applies to professional services provided as a Healthcare Professional while working on behalf of Collaborative Anesthesia Partners, PLLC;

CERTIFICATE HOLDER State of New Hampshire OPLC 7 Eagle Square Concord, NH 03301 5/12/2023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Daniel E. Rice Jr., DNP, CRNA

Title	Branch
Certified Registered Nurse Anesthetist	Self Employed

EDUCATION:

Course	Location	Year
USF Advanced Pain Management Fellowship	University of S. Florida	08/2021
EBV School of Business	University of Connecticut	08/2017
US Army Doctoral Program in Anesthesia Nursing	AMEDD Center and School Fort Sam Houston, Texas	05/2016
Bachelors of Science in Nursing - cum laude honors	Auburn University	05/2011
Bachelors of Science in Criminal Justice	Troy University	05/2009
Associate of Applied Science in Criminal Justice	Community College of the Air Force	12/2008

MILITARY EDUCATION:

Course	Location	Year
S-V80-A Combat Survival Training Course	22 nd TRS Fairchild AFB, WA	03/2004
S-V90-A Combat Water Survival Training Course	22 nd TRS Fairchild AFB, WA	04/2004
Security Forces Technical Training	USAF Training School Lackland AFB, TX	06/2005
Combat Leadership School	342 nd TRS Camp Bullis, TX	02/2007
Airman Leadership School	Maxwell AFB, AL	05/2007
Combat Life Savers Course #818	USAF Expeditionary Center Fort Dix, NJ	09/2008
Tactical Security Element Course	USAF Expeditionary Center Fort Dix, NJ	09/2008

WORK EXPERIENCE:

Job Title	Location	Dates
Chief Executive Officer, Owner	Collaborative Anesthesia Partners Bristol, NH	11/2017 -present
Chief Executive Officer	New England Vascular Access LLC. Bristol, NH	5/2017- Present
Chief Operations Officer	Rice Solutions LLC. Pulaski, PA	7/2017- Present
Staff Anesthetist	Togus VAMC Augusta, ME	8/2016- 11/2017
Locum Anesthetist	Staff Care Locum Warren, PA	6/2016- 8/2016
PICC Nurse	Mid South PICC Memphis, TN	11/2015- 6/2016
ICU Staff Nurse	ICU, Marion VA Medical Center Marion, IL	12/2011- 06/ 2013
CCU Staff Nurse	CCU Sharon Regional Hospital Sharon, PA	06/2011- 11/2011
Air Force	Montgomery, Al; Spokane, Wa; San Antonio, TX	12/2003 – 03/2009
Construction Laborer	New Castle, PA	03/2001- 08/2003

STATE LICENSURE:

State	Year	Expiration
Pennsylvania, RN	2011	10/2022
Tennessee, RN	2015	09/2016
Maine, RN	2016	09/2022
Maine, CRNA	2016	09/2022
New Hampshire, CRNA	2017	09/2023
New York, RN	2019	07/2022
Vermont, RN	2019	03/2023

SKILLS CERTIFICATION:

Type	Organization	Expiration
Basic Life Support	American Heart Association	11/2021
Advanced Cardiovascular Life Support (ACLS)	American Heart Association	11/2021
Pediatric Advanced Life Support (PALS)	American Heart Association	11/2021
Advanced Anesthesia Ultrasound	Twin Oaks Anesthesia	Completed

Guidance for the Acute and Chronic
Pain Provider

Completed
05/2016

Ultrasound for Critical Care Providers Twin Oaks Anesthesia

Completed
09/2016

NATIONAL/BOARD CERTIFICATION(S):

Type	Organization	Expiration
CCRN	American Association of Critical Care Nurses	09/2016
CRNA	National Board of Certified Registered Nurse Anesthetists	07/2024

DECORATIONS AND AWARDS:

Award	Location	Year
USAF Outstanding Unit Award with 2 Oak Leaf Clusters	Maxwell AFB, AL	2008
USAF Good Conduct Medal	Maxwell AFB, AL	2008
National Defense Service Medal	Maxwell AFB, AL	2009
Iraqi Campaign Medal with 2 Service Stars	Maxwell AFB, AL	2009
Global War on Terrorism Service Medal	Maxwell AFB, AL	2009
USAF Longevity of Service Medal	Maxwell AFB, AL	2009
USAF Expeditionary Service Medal with Gold Border	Maxwell AFB, AL	2009
USAF Short Tour Ribbon	Maxwell AFB, AL	2006

AFFILIATIONS AND PROFESSIONAL ORGANIZATION MEMBERSHIPS:

Type	Organization	Date
ACHE	American College of Healthcare Executives	01/2020-present
State Reimbursement Specialist	Maine Association of Nurse Anesthetists (MEANA)	11/2017-02/2020
AANA #108057	American Association of Nurse Anesthetists (AANA)	06/2013-present
AACN Member	American Association of Critical Care Nurses	07/2011-present
Honor Society member	The Gamma Beta Phi Society	04/2008-present

SPECIAL PROJECTS:

Title	Location	Date
Developed and Implemented New Perioperative Simulation Training	Memphis VA Medical Center	2015
ICU Charge Nurse	Marion VA Medical Center	2013
Unit Stroke Champion	Marion VA Medical Center	2013
Developed and implemented new ICU protocol	Marion VA Medical Center	2013
National Security Forum	Maxwell AFB, AL	2008
Flight Chief	Maxwell AFB, AL	2008
Security Response Team	Maxwell AFB, AL	2005
Elite Gate Guard Section	Maxwell AFB, AL	2004

RESEARCH:

Title	Location	Date
Effects of Sternal IO Hextend Vs IV Hextend on Hemodynamics.	US Army Institute of Surgical Research, Fort Sam Houston, TX	2014

Principal investigator:
Arthur Johnson, PhD, Professor

Co-investigators:
MAJ Michael Bentley, CRNA, PhD,
Mr. Daniel Rice, RN, BSN, CCRN,
Mr. Kent Phillips, RN, BSN, CCRN,
Mr. Christian Penaranda, Ms. Lauren
Vanderhoek,

Funded by: TriService Nursing
Research Program

Published in The American Journal of
Disaster Medicine

Difficult Airway Workshop
Facilitator.

Dr. Lisa Lucas DNP, Mr. Christian Penaranda SRNA, Mr. Kent Phillips SRNA, Mr. Daniel Rice SRNA, & Lauren Vanderhoek SRNA.	Memphis Student Nurse Anesthetist Foundation Educational Weekend.	06/2015
---	---	---------

Interprofessional simulation training helps staff prepare for real-life crisis.	Memphis, TN Veterans Medical Center	09/2015
---	-------------------------------------	---------

Dr. Susan Calhoun MD, MBA, Dr.
Lisa Lucas DNP, CRNA, Daniel Rice
BSN, SRNA

Published in Simulation Exchange
Vol6

Implementation of adult multi-modal
education in anesthesia care team
training

Memphis, TN Veterans Administration
Medical Center

04/2016

Dr. Lisa Lucas DNP, CRNA
Dr. Daniel Rice DNP, CRNA
Dr. Kent Phillips DNP, CRNA
Dr. Christian Penaranda DNP, CRNA

VOLUNTEER ORGANIZATIONS:

Organization
Civil Air Patrol

Date
2019

Youth Villages

2014- 2016

San Antonio Children's Shelter

2013-2014

Habitat for Humanity

2008-2011



NEW HAMPSHIRE Online Licensing

[nh.gov](#)
Licensing
Home

Person Information

Name: DANIEL EDWARD RICE
NH Multi-state license

License Information

License No: 076979-21
Profession: Nursing
License Type: Registered Nurse
License Status: Active
Issue Date: 3/8/2021
Expiration Date: 9/6/2023

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



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nh.gov
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Person Information

Name: DANIEL EDWARD RICE

License Information

License No: 076979-23
Profession: Nursing
License Type: APRN
License Status: Active
Issue Date: 12/12/2017
Expiration Date: 9/6/2023

Specialty: Certified
Registered
Nurse
Anesthetist

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



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04/08/2022 01:34:50 PM

Certification Details

ID	108057
Name	Daniel Edward Rice, Jr.
Residence	Plymouth, NH USA

CRNA

Initially Certified	06/10/2016
Current Certification Period	08/01/2020 - 07/31/2024
Certification #	108057
Certification Status	Certified

NSPM-C

Initially Certified	08/04/2021
Certification #	108057
Certification Status	Certified
Current Certification Period	08/04/2021 - 08/31/2025

State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

7 Eagle Square, Suite 200

Concord, New Hampshire 03301

Telephone (603) 271-2152

Lindsey B. Courtney
Executive Director

October 5, 2022

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), to enter into contracts with the Contractors listed below in an amount not to exceed the shared price limitation of \$150,000 to provide Dental Anesthesia Inspection services, statewide for the OPLC, with the option to renew for up to four (4) additional years, effective upon Governor and Executive Council approval through June 30, 2023. No minimum or maximum individual contract amounts are guaranteed. 100% Agency Funds

Contractor Name	Vendor Code	City/State	Contract Shared Price Limitation
Gregory R. Aprilliano	427553	Plymouth, NH	\$150,000
Amy D. Field	425043	Lowell, MA	
Rudolph L. Pavlesich	424036	Nottingham, NH	
Daniel E. Rice, Jr.	427639	Bristol, NH	
Dwayne Joseph Thibeault	424030	Pittsfield, NH	

Funds are available in the following account:

01-21-21-21010-240400000 Division of Administration

FY 2023

046-500462 - Consultants

\$150,000**EXPLANATION**

The purpose of this request is to ensure licensed dental examiners, anesthesiologists and/or nurse anesthetists are available to inspect dental facilities for the use of anesthesia on behalf of the Office of Professional Licensure and Certification.

This request represents five (5) of five (5) contracts that will be presented to the Governor and Executive Council for consideration and approval. There are no minimum or maximum number of inspections guaranteed to any one contractor. Contractors will be added to a list of contractors approved by the agency to conduct inspections on behalf of the Office of Professional Licensure and Certification.

The Contractors must utilize report formats provided by the Office of Professional Licensure and Certification to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractors must maintain a current, valid, and unrestricted license as a New Hampshire:

- Dental provider who possesses an unrestricted license and a General Anesthesia/Deep Sedation Permit; or
- Anesthesiologists; or
- Nurse anesthetists.

Contractors must conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules DEN 300 Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists, to assist the Board of Dental Examiners with the issuance of appropriate licensure, certification, and/or permit.

Additionally, Contractors will assist the Office of Professional Licensure and Certification with arranging and completing unannounced inspections of dental facilities and/or offices to ensure the protection of public health in relation to dental anesthesia practices.

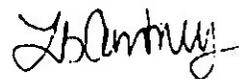
The Office of Professional Licensure and Certification selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the agency's website from March 29, 2022 through April 15, 2022. The agency received seven (7) responses that were reviewed and scored by a team of qualified individuals. All seven (7) respondents were selected to ensure the backlog of inspections could be completed in an expeditious manner. However, two (2) respondents withdrew their applications from consideration. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this request public health may be at risk due to the backlog of inspections that are necessary for dental anesthesia services.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

Dental Anesthesia Inspector (RFA-2022-02) Final Score Sheet

	Maximum Points Available	Amy D. Field, DMD	Daniel E. Rice, Jr., CRNA, DNP	Dwayne Joseph Thibeault, DNP, ARNP, CRNA	Gopi K. Voonna, DDS, MHA	Gregory R. Aprilliano, APRN, CRNA, NSPM-C	Rudolph L. Pavlesich, DNP, CRNA, FNP-BC, APRN	Thomas C. Bloomquist, MSN, CRNA, BCH
					Withdrawn			Withdrawn
Question 1: Current valid and unrestricted license.	10	10	10	10	0	10	10	0
Question 2: Knowledge of profession's laws, rules, clinical practice setting, and ethics code. Question 3: Experience in quality assurance. Question 4: Familiarity with electronic records review. Question 5: Experience in administering anesthesia.	90	80.25	81	85.5	0	78.75	68	0
Totals:	100	90.25	91	95.5	0	88.75	78	0

Reviewer Name	Title
Jessica M. Whelehan	OPLC Board Administrator
Jessica F. Kallipolites, Esq.	OPLC Director, Division of Enforcement
Puneet Kochhar, DMD	Board of Dental Examiners Member, President
Howard J. Ludington, DDS	Board of Dental Examiners Member

Subject: Dental Anesthesia Inspector (RFA-2022-02-05)

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

I. IDENTIFICATION			
1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Lagle Square Concord, NH 03301	
1.3 Contractor Name Daniel E. Rice, Jr. CRNA, DNP		1.4 Contractor Address [REDACTED]	
1.5 Contractor Telephone Number [REDACTED]	1.6 Account Number 24040000-500462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Daniel Rice Date: Sep 7, 2022		1.12 Name and Title of Contractor Signatory Daniel E. Rice, Jr. CRNA, DNP	
1.13 State Agency Signature s/Lindsey B. Courtney Date: Sep 12, 2022		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the NH Department of Administration, Division of Personnel (if applicable) By Lorrie A Rudis Director, On: Sep 16, 2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By Sheri Phillips On: 9/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) 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, 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

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or
 - 1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:
 - 14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and
 - 1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:
 - 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
 - 1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:
 - 15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.

Office of Professional Licensure and Certification
Dental Anesthesia Inspector



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

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- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
 - 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
 - 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
 - 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
 - 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
 - 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
 - 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Exhibit C

Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.