Section 1

Introduction/Signed Proposal Cover Letter

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

5215 Old Highway 11, Suite 80 • Hattiesburg, MS 39402 • Office: (601) 261-9899 • Fax: (601) 268-0376 • www.professionalshealthnetwork.com

August 23, 2025

Mississippi Board of Pharmacy
Attn: Todd Dear, Associate Director
6311 Ridgewood Road
Suite E401
Jackson, MS 39221

Ref: Pharmacy Professionals Recovery Program - RFP

Mr. Dear:

On behalf of the Professionals Health Network, Inc (PHN), enclosed please find our Pharmacy Professionals Recovery Program RFP for you and your teams consideration.

The Professionals Health Network (PHN) has been in operation since 2009 and are excited to offer our experience and services to the Mississippi Pharmacy Board (Board). I trust you will find our submission in order. If we have misunderstood or inadvertently left out any question or desired information or requirement, please advise and we will address it promptly.

We look forward to hearing from you soon.

Sincerely,

Gary D. Carr MD, FAAFP, DFASAM
Diplomate ABAM
Medical Director, Professionals Health Network

cc PHN Board of Directors
PHN Committee

Pharmacy Professionals Recovery Program Services RFP: Introduction Continued

References used throughout document are as follows:

Mississippi Pharmacy Board ("Board")
Pharmacy Professionals Recovery Program ("Program")
Professionals Health Network ("PHN")
Professionals Health Network Committee ("PHN Committee")
Professionals Health Network Board of Directors ("PHN Board")
Professionals Health Program(s) ("PHP(s)")

Section

2

Program Services

Professionals Health Network, Inc

Section 2.1 Program Services

A. **The Contractor must be capable of receiving referrals of licensees and coordination appropriate communication at any time.** CONFIRMED.

B. **The contractor must develop and maintain a referral list of treatment providers approved to provide assessments and treatment for inpatient and intensive outpatient care and aftercare. Assessments must be performed by qualified evaluators using recognized methodologies, including, but not limited to, screening instruments, psychosocial testing, results of mental health/drug and alcohol history, and personal interviews.** CONFIRMED.

C. **The contractor must administer an individualized treatment plan created by an approved treatment program. Case management must be administered by a qualified resource or resources. The resource(s) may be dedicated or shared.** CONFIRMED.

D. **The contractor must use the intake assessment and recommendations from treatment providers and determine the elements for continuous monitoring for each participant, including:**
   1) **Required participation in treatment to include inpatient, intensive outpatient, outpatient, recommended aftercare, support groups, and one-on-one counseling. The ability to track recovery activities in real time through mobile technology applications and on paper forms.** CONFIRMED
   2) **Recovery-related activities, with validation reports from the participants' employers, work-site monitors, counselors, sponsors and others.** CONFIRMED but with Exceptions. While we routinely obtain feedback/reports from sources such as work-site monitors, employers as indicated, therapists, psychologists, psychiatrists, and others, we do not routinely include sponsors. PHN has determined that doing so could adversely impact the critical sponsor-sponsee relationship.
   3) **Random drug testing incorporating alternative specimens, including hair, test, Peth testing, nail, and oral fluid testing, performed by a laboratory that has the appropriate national certification for the performed testing. Testing fees are paid directly to the performing laboratory.** CONFIRMED
   4) **Contractor must have routine individual meetings with the participant and coordinate framework for peer-to-peer support.** CONFIRMED.
   5) **Execute and oversee a written substance use disorder agreement.** CONFIRMED
   6) **Contractor must have direct communication access with the participant, including but not limited to by phone and email.** CONFIRMED

E. **The contractor must facilitate an assessment of each participant as part of the intake process to establish the necessary basis for appropriately managing each participant both initially and throughout their program participation. The contractor must also coordinate or help facilitate timely interventions and treatment.** CONFIRMED

F. **Reporting and Data**
   1) **Quarterly Reports**
   2) **Immediate reporting to the regulatory agency is required for specific circumstances or on demand per Board or Board staff request** CONFIRMED

G. **Must employ an addiction-trained Medical Review Officer or Medical Director with expertise in recovery of healthcare professionals. Expertise shall be reflected in applicable certification(s) in personal recovery or addiction Medicine (i.e., ASAM).** CONFIRMED

H. **Must have an independent, confidential administrative and/or case management review committee that gives recommendations to program staff. Peer program participants of the committee should only serve in an advisory capacity.** CONFIRMED

I. **Provide an independent internal review for participant disagreements/grievances against staff or case review committee recommendations.** CONFIRMED

J. **Contractor must provide, communicate, and advocate for or against licensure of participants during regular MS Board of Pharmacy meetings and as needed. This attendance shall be in person. Advocacy must be based on established and tracked metrics.** CONFIRMED

K. **Referrals for mental health or fitness to practice including providing the Board guidance on the physical or mental capacity of a licensee to participate in the practice of pharmacy or assist in the practice of pharmacy with reasonable skills, confidence and safety to the public.** CONFIRMED

L. **Must maintain competency in the best practices of substance use disorder and mental health management, including dual diagnosis, and serve as a resource to the Board and Board staff in these areas.** CONFIRMED

M. **Collaborate with Board staff to provide educational programs concerning substance use disorder, benefits of self-reporting, and mental health wellness to identified stakeholders including but not limited to schools of pharmacy, targeted professional groups, and employers.** CONFIRMED

N. **The Board reserves the right to audit all records maintained by the contractor or its subcontractor's relative to the contractor's performance under this Contract. At least two (2) business days' notice by the Board will be given to the contractor of the intent to audit. The Board shall have the right to perform financial, performance, and other special audits on such records maintained by the contractor during regular business hours throughout the contract period. The contractor agrees that confidential information including , but not limited to, medical and other pertinent information relative to this contract, shall not be disclosed to any person or**

organization for any purpose without the expressed, written authority from the Board. The selected contractor will make available all records for review at no cost to the Board. Indicate your acceptance of this Proposals requirement and willingness to cooperate. For the purposes of this section, the term "audits" refers to financial, performance, and other special audits on such records maintained by the contractor and/or its subcontractors relative to the contractor's performance under this contract. CONFIRMED but with exceptions. PHN protects the confidentiality of all program participants and safeguards their HIPAA protections. That said, referrals for evaluation, treatment, and healthcare professional follow-up necessitate our sharing HIPAA Protected Medical Information which should not require action by the Board.

Section

3

References

Professionals Health Network, Inc

Section 3. References

A. List up to three clients for whom your company has provided services similar to those requested in this RFP. For each client, specify the type of recovery program services provided by your client, the average number of individuals participating in the program, and the period of time retained as client. For each client, the list must specify:

1) Client name, include the name, title, address, email address, and phone number of a person whom we contact to confirm as needed.

a) Mississippi United Methodist Conference
Rev. Dayna Goff, MSAC Director of Connectional Ministries & Spiritual Leadership
320 C Briarwood Drive
Jackson MS 39206
Office: 601-354-0515
Email: dgoff@mississippi-umc.org
Note: *Rev Trey Harper was the Director of Spiritual Leadership until June 30, 2025. Rev. Dayna Goff took this position on July 1, 2025. Professionals Health Network (PHN) worked closely with Rev. Harper.*
Email: tharper@mississippi-umc.org
Average # of participants: 8

b) Mississippi State Board of Dental Examiners
Denny Hydrick, Executive Director
Nick Hardwick, Senior Investigator
715 S Pear Orchard Road Suite 200
Ridgeland MS 39157
Email: denny@dentalboard.ms.gov
Office 601-944-9622
Average # of participants: 19

c) Mississippi Board of Veterinary Medicine
Nancy Christiansen, Executive Director
1089D Stark Road
Starkville MS 39759
Office: 662-324-9380
Email: n.christiansen@mississippivetboard.org
Average # of participants: 6

2) **The type of work your company provided to the client,**
a-c: The type of work we provide to the above-mentioned clients and to all our clients is assistance with investigation, intervention, referral for evaluation and treatment, continuing care monitoring with toxicology, participant support and earned advocacy. PHN provides continuing education on all topics related to professionals health and wellness.

3) **Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.**
   a) July 1, 2010 – present
   b) July 1, 2010 – present
   c) July 1, 2010 – present

B. List up to three governmental clients for whom your company has provided one or more of the services requested in this RFP. If possible, please list three additional clients besides any previously listed references. For each client, specify the type of work performed by your company, the average number of individuals participating in program, and the period of time retained as a client. For each client, the list must specify:

1) **Client name, include the name, title, address, email address, and phone number of a person whom we may contact to confirm as needed,**

   a) Mississippi State Board of Dental Examiners
   Denny Hydrick, Executive Director
   Nick Hardwick, Senior Investigator
   715 S Pear Orchard Road Suite 200
   Ridgeland MS 39157
   Email: denny@dentalboard.ms.gov
   Office 601-944-9622
   Average # of participants: 19

   b) Mississippi Board of Veterinary Medicine
   Nancy Christiansen, Executive Director
   1089D Stark Road
   Starkville MS 39759
   Office: 662-324-9380
   Email: n.christiansen@mississippivetboard.org
   Average # of participants: 6

2) **The type of work your company provided to the client,**

a-b: The type of work we provide to the above-mentioned clients and to all our clients is assistance with investigation, intervention, referral for evaluation and treatment, continuing care monitoring with toxicology, participant support and earned advocacy. PHN provides continuing education on all topics related to professionals health and wellness.

3) **Contract effective dates for the time period(s) (beginning and end dates) your company provided services to the client.**

a) July 1, 2010 – present
b) July 1, 2010 – present

C. **List all clients that have discontinued use of your services since January 1, 2018 and your understanding of their discontinued use of your services.**

None

Comment: *We receive a number of self-referrals, referrals from treatment centers, etc of various healthcare professionals with whom we do not have a formal licensure board contract. Some boards do not see professional impairment as a significant issues. Others believe they lack the funds to participate formally.*

Section

4

Statement of Compliance And Exception(s) Form

Professionals Health Network, Inc

Section 4. Statement of Compliance and Exception(s) Form - No Exceptions Taken except as noted.

Statement of Compliance and Exception(s) Form

Offeror taking exception to any part or section of the solicitation shall indicate such exceptions on the table below. If no exceptions are taken, then the Offeror shall state in this section "No Exceptions Taken." Failure to indicate any exception will be interpreted as the Offeror's intent to comply fully with the requirements as written. Conditional or qualified Proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
We agree to adhere to all terms, conditions, and requirements as set forth in the Mississippi Board of Pharmacy Invitation for Proposals for Pharmacy Professionals Recover Program Services, dated August 8, 2025, including all RFP amendments, and the conditions contained in the draft contract included as RFP Appendix A, Draft Pharmacy Professionals Recovery Program Services Contract, except as listed below:

Procurement Section and Page Number	Original Language	Requested Change/Exception	MBP Decision
1. Section 2.1 D2 Page 4	Recovery-related activities, with validation reports from the participants' employers, work-site monitors, counselors, sponsors, and others.	We asked that "sponsors" be removed. The reason behind this is our position that the sponsor-sponsee relationship is a sacred one. See below for detailed PHN Explanation for Consideration	
2. Section 2.1 N Page 5-6	The Board reserves the right to audit all records maintained by the contractor or its subcontractor's relative to the contractor's performance under this Contract..... The contractor agrees that confidential information including, but not limited to, medical and other pertinent information relative **to this contract, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from the Board.**	PHN Protects the confidentiality of all program participants and safeguards their HIPAA protections. That said, referrals for evaluation, treatment, and healthcare professional follow-up necessitate our sharing HIPAA Protected Information which should not require action by the Board. Requested Change: Verbiage exempting appropriate referrals for evaluation/treatment and ongoing healthcare from	

		requirement of Board approval	

An original signature is required below. This statement must be signed by an appropriate Offeror officer, principal, or owner and returned as part of your Proposals.

Company Name: Professionals Health Network Inc

Printed Name of Representative, Title: Donna Young, Executive Director

Date: Sept 2, 2025

Signature: Donna Young

Note: Failure to sign this form may result in the Proposals being rejected as non-responsive. Modifications or additions to any portion of this Proposals document may be cause for rejection of the Proposals.

Section

5

General Questionnaire

Professionals Health Network, Inc

Section 5 General Questionnaire

5.1 Provide the name, title, mailing address, e-mail address, and telephone number of the contact person for this proposal.

Donna Young, Executive Director **(Primary Contact)**
Professionals Health Network, Inc
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
dcyoung2128@gmail.com
Office 601-261-9899
Cell 601-516-0382

Gary D. Carr, M.D., FAAFP, DFASAM, Diplomate ABAM **(Alternate Contact)**
PHN Medical Director
8695 Whites Crossing Drive
Olive Branch MS 38654
Docgcarr1@gmail.com
Office 662-510-8400
Cell (601) 297-6777

5.2 State the full name of your firm/company, and provide the address

Professionals Health Network, Inc
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
Office 601-261-9899
Fax 601-268-0376

5.3 List the office that will service the Board. Same as 5.2 above

5.4 Describe your organizational structure. Indicate whether your firm operates as a corporation, partnership, individual, etc. If it is incorporated, include the state in which it is incorporated and list the names and occupations of those individuals serving on your firm's Board of Directors.

Professionals Health Network, Inc is a 501©3 incorporated in the State of Mississippi.

File Number: 00016007

Board Members:

- Thomas R. "Tom" Wiggins, DMD, President (Dentist)
- Deborah V. Gross, MD, Vice-President (Psychiatrist-Specializes in Addiction/Mental Health. Dr. Gross is also Medical Director of Pathway)

- Darrell "Mitch" Hutto, DMD, Secretary/Treasurer (Professor-School of Dentistry at University of Mississippi)
- Franklin "Keith" Davis, DVM (Veterinarian)
- William Mars, DVM (Veterinarian)
- Cliff Burris, M.Div (Minister)

5.5 Describe your organizations qualifications demonstrating work with the healthcare professionals over the last 5 years.

PHN Inc was formed and has operated since 2009. We enjoy an excellent working relationship with the Boards we serve under a Memorandum of Understanding (contract). PHN's success rate mirrors the national average as described in Project Blue Print Articles. (See Section 10).

Over the past 16 years we have worked via Memorandum of Understanding with Boards including the Dentists, Veterinarians, and Methodist Conference. We also work with multiple other healthcare disciplines on a case-by-case basis (i.e.. no formal contact). PHN is a member of the Federation of State Physician Health Programs (FSPHP) and participates with their confidential e-group which is available to anonymously discuss complicated / nuanced cases, emerging trends, toxicology, program funding and administration, etc.

PHN created and hosts the Annual Mississippi Addiction Conference which brings together leaders in the field for 3 days of CE each February with the 18th Conference upcoming in February 2026. Our PHN Committee meets every two months and sees program participants who are scheduled. PHN Committee members include the disciplines we serve with over 50% in their own personal recovery. Our Committee includes two addiction psychiatrists, and an addiction-trained psychiatric nurse practitioner. Our Medical Director, Gary Carr, MD, is an addictionologist with vast experience having worked in the field of professionals with potentially impairing illness since 1998.

Dr Carr is a past President of the Federation of State Physician Health Programs and was a principal author of that body's Guidelines used by state PHPs across the country. He was one of the principal authors of the twelve (12) ASAM Public Policies on "Healthcare Professionals with Potentially Impairing Illness." He was also one of the principal authors of the Federation of State Medical Boards policies on both the impaired physician and professional sexual misconduct. Because of his experience, Dr Carr was selected and has audited several Professionals Health Programs around the country.

Cumulatively, the PHN Committee has 150+ years of experience treating and/or monitoring recovering healthcare professionals.

PHN and its Committee members make themselves available to speak on professional's health matters including substance use disorder, alcohol / drug / mental health impairment, mental and emotional illness, wellness, stress and burnout, suicide, sexual misconduct and more to healthcare groups around the state and nationally. We also provide CE trainings regarding the opioid crisis, prescribing issues and use of the Mississippi Prescription Monitoring Program. We provide a one (1) day CE Wellness Conference for the dental community in Jackson each fall.

Mississippi Prescription Monitoring Program. We provide a one (1) day CE Wellness Conference for the dental community in Jackson each fall.

5.6 List the types and number of healthcare professionals and the numbers served in the last five years,

- Number of participants currently under contract - 35.
- Types of professionals - dentists, veterinarians, dental hygienists, ministers, chiropractors, therapists, social workers, physical therapists, nurses, LPCs, pilots. .
- Number of professionals served over the past 5 years – Total 103.

5.7 Describe any ownership or name changes your firm has been through in the past three years. Are any ownership or name changes planned?

There have been no ownership or name changes, and none are planned.

5.8 Please provide all information regarding the liability insurance that is held for the organization.

Professionals Health Network has insurance policies under South Group Insurance Services. Jim Ford, P O Box 151 Hattiesburg MS 39403. Policies secured by our organization are as follows:

* Medical Director's Policy
* Directors and Officers Policy
* Workers Compensation Policy
* General Liability/Business Owner Policy

Face sheets of policies included at the end of this Section 5.8

5.9 Provide a brief description of any outside contractors or subcontractors that will be involved in providing key services detailed within your proposals. Please include the term of your current contract with each contractor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.

PHN has no contractors or subcontractors, and none are envisioned.

5.10 Describe your policy and procedure for obtaining and handling records. Description should include but should not be limited to access, storage, and destruction.

Professionals Health Network has a "Participant Record Security Policy" which is attached for your review. Our organization does have a "Shred It" service for any destruction of confidential records/reports.

Policy included at the end of this Section labeled 5.10

5.11 Describe the process utilized for informed consent of a participant in the Program.

Each participant is made aware from the beginning that PHN records are not released to any individual or facility without prior consent. If the participant is in evaluation or treatment, the participant will sign the treatment center's ROI to effect two way communication with our office. Once treatment is completed, the participant will then be asked to sign necessary ROIs for PHN to share needed information and obtain records/reports from therapists, workplace monitors, or any other provider he/she may

see. These consents are kept on file for the duration of the contract. The reporting requirement for the participant's board(s) are in the participant's contract. Monitored licensees unknown to their Board sign a statement saying that non-compliance or use of substances will result in a report from PHN to their Board.

5.12 Describe your Quality Assurance and Quality Improvement principles and related structure

- We use only forensically certified toxicology labs recognized by FSPHP and used by most national PHPs. Any unexpected or unusual result prompts a discussion between our Medical Director and the Labs toxicologist.
- The PHN Committee meets every other month and assesses the quality of evaluation, treatment and continuing care being provided each program participant. We use evaluation and treatment facilities with a track record of success working with healthcare professionals. Most of these facilities are utilized by large numbers of state PHPs nationally. We use state providers who provide excellent care. If concerns arise we address them with the parties involved or remove the evaluation/treatment center or other professional(s) from our approved list.
- We work closely with the Boards, their staff and investigators to ensure we are meeting their needs and expectations in their mission to protect the public.
- The PHN Board meets each May and November as well as any specially called PHN Board meetings. All fiscal management rests with the PHN Board. The PHN Board must approve PHN hires. The PHN Board and Committee routinely assesses the need for specific expertise to be added to each. ***(NOTE**: If awarded the Pharmacy Board contract. we anticipate our meetings increasing to monthly.)*
- The PHP Committee and Board review our policies and procedures yearly, with expedited review for any concerns that arise. At each review we ensure we are operating within our bylaws and in accordance with our policies and procedures.
- HIPAA Compliance remains at the forefront in all PHN interactions.
- If any case fails to proceed as expected/hoped, the case is reviewed by the PHN Committee to discuss the case/problems, explore what happened and review ways we might learn from the case and how we might improve our process.
- We operate with our Licensure Boards in an open, honest and direct fashion and all program participants understand our position in this regard.

5.13 Has your firm had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Servies (DHHS) within the last three years? None

5.14 Is your firm licensed or authorized to provide the proposed services in the State of Mississippi?

Yes, we are a 501c3 in good standing with the Secretary of State and in full compliance with the Licensure Boards who have a contract with PHN. See Section 10 for sample Contract.

5.15 Confirm the Proposal is Valid for one(1) year after the date of submission.

Yes, PHN agrees to hold our current proposal open for a period of (1) year.

Section 5.8
Insurance policies

Professionals Health Network, Inc

SOUTHGROUP
INSURANCE SERVICES

April 11, 2025

Professionals Health Network, Inc.
5215 Old Highway 11, Suite 80
Hattiesburg, MS 39402

RE: Professional Liability Policy No.: MKLV2PSM002497
Policy Term: 3/9/2025 to 3/9/2026

Dear Donna,

We have enclosed the renewal of your Professional Liability policy. Please take this opportunity to review the policy and notify us of any necessary changes.

If you have any questions, do not hesitate to contact us. We appreciate your confidence in SouthGroup Insurance and look forward to assisting with your future insurance needs.

Sincerely,

James D. Ford

JDF/tkh

Enclosure

MARKEL

EVANSTON INSURANCE COMPANY

DECLARATIONS – SPECIFIED MEDICAL PROFESSIONS INSURANCE POLICY

Claims Made: Under certain Coverage Parts of this policy, the coverage afforded is limited to liability for only those Claims that are first made against the Insured during the Policy Period or the Extended Reporting Period, if exercised, and reported to the Company pursuant to the terms herein. Refer to each Coverage Part's opening page to determine if that Coverage Part is Claims Made.

Notice: All Coverage Part of this policy contain provisions that reduce the limits of liability stated in the policy by the costs of legal defense and permit legal defense costs to be applied against the deductible, unless otherwise endorsed. Please read the policy carefully.

POLICY NUMBER: MKLV2PSM002497 RENEWAL OF POLICY: MKLV2PSM001729

1. **NAMED INSURED:** Professionals Health Network, Inc.
2. **BUSINESS ADDRESS:** 5215 Old Hwy 11 Ste 80
   Hattiesburg, MS 39402-7998
3. **POLICY PERIOD:** From 03/09/2025 to 03/09/2026
   12:01 A.M. Standard Time at address of Insured stated above
4. **PROFESSIONAL SERVICES AND SPECIFIED PRODUCTS, GOODS, OPERATIONS OR PREMISES:**

   A. Professional Services: Solely providing monitoring and advocacy program services to non-physician health care and licensed Mississippi professionals and students with potentially impairing conditions including continuing education programs and workshops

   B. Specified Products, Goods, Operations or Premises: Not Purchased ; all related premises and operations of the Insured

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Producer Number, Name and Address
210392
CRC Insurance Services, LLC
1 Metroplex Drive, Suite 400
Birmingham, AL 35209

5. COVERAGE SCHEDULE:

This policy includes only those Coverage Parts designated below by "X" as purchased. If a Coverage Part is not expressly designated as purchased, this policy does not include such Coverage Part.

Coverage Part	Coverage Part Purchased	Coverage Part Limits of Liability	Coverage Part Deductible	Coverage Part Retroactive Date
A. Specified Medical Professions Professional Liability Insurance Coverage Part – Claims Made Coverage	Yes X No ____	$1,000,000 Each Claim $3,000,000 Aggregate	$2,500 Each Claim	03/09/2012
B. Specified Medical Professions General Liability Insurance Coverage Part – Claims Made Coverage	Yes ____ No X	Not Purchased Coverage A. Each Occurrence Not Purchased Damage to Premises - Any One Premises Not Purchased Coverage B. Each Person or Organization Not Purchased Coverage C. Each Injured Person Not Purchased Aggregate - All Coverages	Not Purchased Coverage A. Each Occurrence Not Purchased Coverage B. Each Person or Organization	Not Purchased
C. Specified Medical Professions General Liability Insurance Coverage Part – Occurrence Coverage	Yes ____ No X	Not Purchased Coverage A. Each Occurrence Not Purchased Damage to Premises - Any One Premises Not Purchased Coverage B. Each Person or Organization Not Purchased Coverage C. Each Injured Person Not Purchased Aggregate - All Coverages	Not Purchased Coverage A. Each Occurrence Not Purchased Coverage B. Each Person or Organization	

6. PREMIUM FOR POLICY PERIOD:

Minimum Deposit $3,750 $3,750

Policy Fee: $300.00
State Tax: $154.80
Stamping Fee: $9.68
Other Tax: $116.10

7. RATE: Flat

PREMIUM BASE: Flat

8. PREMIUM FOR EXTENDED REPORTING PERIOD: 150% for 12 months; 175% for 24 months; 200% for 36 months

This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

Professionals Health Network, Inc

9. The Insured is not a proprietor, superintendent, executive officer, director, partner, trustee or employee of any hospital, sanitarium, clinic with bed-and-board facilities, laboratory, or any business enterprise not named in Item 1. hereinabove, except as follows:

None

10. **ENDORSEMENTS ATTACHED AT POLICY INCEPTION:**
See MDIL 1001 08 10 attached.

11. **NOTICES**:

Notices required to be provided to the Company under this policy shall be by email, fax or mail addressed to:

CLAIM OR DISCOVERY CLAUSE NOTICES:

Markel Claims
P.O. Box 2009
Glen Allen, VA 23058-2009
Phone: 800-362-7535 (800) 3MARKEL
Fax: 855-662-7535 (855) 6MARKEL
Email: newclaims@markel.com

ALL OTHER NOTICES:

Markel Southeast Region, a division of Markel Service, Incorporated
333 North Point Center East, Suite 300
Alpharetta, GA 30022
Telephone: (678) 935-5700
Fax: (866) 730-3088

These declarations, together with the Common Policy Conditions, Coverage Part(s), any Endorsement(s) and any application(s) complete the above numbered policy.

Countersigned: 02/10/2025 By: _____
DATE **AUTHORIZED REPRESENTATIVE**

SOUTHGROUP
INSURANCE SERVICES

October 11, 2024

Professionals Health Network, Inc.
5215 Old Highway 11, Suite 80
Hattiesburg, MS 39402

RE: Directors & Officers Liability Policy No.: J06044384
Policy Term: 10/21/2024 to 10/21/2025

Dear Donna,

We have enclosed the renewal of your Directors & Officers Liability policy. Please take this opportunity to review the policy and notify us of any necessary changes.

If you have any questions, do not hesitate to contact us. We appreciate your confidence in SouthGroup Insurance and look forward to assisting with your future insurance needs.

Sincerely,

James D. Ford

JDF/tkh

Enclosure

CHUBB®

The ForeFront Portfolio℠ for Healthcare Organizations

DECLARATIONS

Policy Number: J06044384

FEDERAL INSURANCE COMPANY
Incorporated under the laws of Indiana, a stock insurance company, herein called the Company

One American Square 202 N Illinois Street, Suite 2600
Indianapolis, IN 46282

NOTICE: THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS-MADE COVERAGE, WHICH APPLIES ONLY TO "MATTERS" FIRST MADE DURING THE "POLICY PERIOD", OR ANY APPLICABLE EXTENDED REPORTING PERIOD. THE LIMIT OF LIABILITY TO PAY "LOSS" WILL BE REDUCED AND MAY BE EXHAUSTED BY "DEFENSE COSTS", AND "DEFENSE COSTS" WILL BE APPLIED AGAINST THE RETENTION. IN NO EVENT WILL THE COMPANY BE LIABLE FOR "DEFENSE COSTS" OR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT IN EXCESS OF THE APPLICABLE LIMIT OF LIABILITY. READ THE ENTIRE POLICY CAREFULLY.

Item 1. Parent Organization:

PROFESSIONALS HEALTH NETWORK INC

5215 OLD HIGHWAY 11 SUITE 80

HATTIESBURG, MS 39402

Item 2. Policy Period:

From: October 21, 2024 To: October 21, 2025

At 12:01 AM local time at the address shown above.

Item 3. Extended Reporting Period:

(A) Additional Period: 1 Year(s)

(B) Additional Premium: 100% of the annualized premium

Item 4. Coverage(s) Applicable to this Policy:

☒ Directors & Officers and Entity Liability Coverage Part

☐ Employment Practices Liability Coverage Part

☐ Fiduciary Liability Coverage Part

☐ Crime Coverage Part

☐ Kidnap, Ransom & Extortion Coverage Part

☐ Employed Lawyers Liability Coverage Part

☐ Workplace Violence Expense Coverage Part

Professionals Health Network, Inc

DIRECTORS & OFFICERS AND ENTITY LIABILITY COVERAGE PART

(A) Aggregate Limit of Liability: $1,000,000

(1) **Antitrust Matters** Limit of Liability: $1,000,000

(2) Sublimit for **Regulatory Fraud** Coverage: Not Covered

(3) Sublimit for **Clinical Trial** Coverage: $50,000

(4) Sublimit for **EMTALA Matters**: $50,000

(5) Sublimit for **Tax Matters**: $50,000

(6) Sublimit for **Securityholder or Member Inquiry** Coverage: $500,000

(B) Aggregate Limit of Liability in (A) above shall be shared with:

☐ Employment Practices Liability ☐ Fiduciary Liability ☐ Employed Lawyers Liability

(C) Additional Limit of Liability Dedicated for **Executives**: $500,000

(D) Retentions:

(1) No Retention is applicable to Insuring Clause (A)

(2) Insuring Clauses (B) & (C), except as provided below: $5,000

(3) Each **Antitrust Matter**: $5,000

(4) Each **Provider Selection Matter**: $5,000

(5) Each **Regulatory Fraud Matter**: Not Covered

(6) Each **Clinical Trial Matter**: $5,000

(E) Co-Insurance:

(1) **Antitrust Matters**: 0%

(2) **Regulatory Fraud Matters**: Not Covered

(F) Pending or Prior Proceedings Date: October 21, 2010

(G) Defense: Duty to Defend by Chubb

Professionals Health Network, Inc

IN WITNESS WHEREOF, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by a duly authorized representative of the Company.

Federal Insurance Company

Secretary

President

August 7, 2024

Date

Authorized Representative

SOUTHGROUP
INSURANCE SERVICES

December 18, 2024

Professionals Health Network, Inc.
5215 Old Highway 11, Suite 80
Hattiesburg, MS 39402

RE: Workers Compensation Policy No.: 4031370537
Policy Term: 1/31/2025 to 1/31/2026

Dear Donna,

We have enclosed the renewal of your Workers Compensation policy. Please take this opportunity to review the policy and notify us of any necessary changes.

The insurance company will send the premium statement for this policy directly to you, unless other arrangements for payment have already been made. Please note that the only notices you will receive will be direct notices from the insurance company. All payments must be made directly to the insuring company and received by the due date on the bill to avoid a lapse in your coverage.

If you have any questions, do not hesitate to contact us. We appreciate your confidence in SouthGroup Insurance and look forward to assisting with your future insurance needs.

Sincerely,

James D. Ford

JDF/tkh

Enclosure

P. O. Box 151 ~ 812 Hardy Street ~ Hattiesburg, MS 39403
Tel (601) 545-1643 ~ Fax (601) 544-2007 ~ Toll Free 1-877-331-0333 ~ www.southgroup.net

Trusted Choice

CNA

Workers Compensation And Employers Liability Insurance

Insured Name

Professionals Health Network,Inc.
5215 OLD HIGHWAY 11, SUITE 80
HATTIESBURG, MS 39402

Policy Number

WC 4 31370537

Policy Period

01/31/2025 to 01/31/2026

Renewal

Producer Information

SOUTHGROUP INS & FINANCIAL SVCS LLC
812 HARDY ST
HATTIESBURG, MS 39401-3667

Producer Processing Code

390-040050

CNA Branch

NASHVILLE
Two Lakeview Place, 15 Century Boulevard
Suite 400
Nashville, TN 37214

Thank you for choosing CNA!

With your Workers Compensation And Employers Liability Insurance policy, you have insurance coverage tailored to meet the needs of your business. The international network of insurance professionals and the financial strength of CNA, rated "A" by A.M. Best, provide the resources to help you manage the daily risks of your organization so that you may focus on what's most important to you.

Claim Services

- To report a loss go to www.FNOLCNA.com or send an email to ReportClaim@FNOLCNA.com, or call 833-FNOL-CNA (833-366-5262)
- To find a network provider or for a PPO panel request, go to www.FNOLCNA.com
- To request loss runs send an email to fsrmail@cnacentral.com
- For additional questions call CNA Customer Service at (877)-574-0540, or contact your independent CNA Insurance Agent.

State Required Posting Notices

If you are not the person directly responsible for having these Posting Notices displayed, please direct these notices to the appropriate person within your organization. Posting Notices are required to be displayed in accordance with specific requirements as stated in the notices. The applicable notice(s) and the quantity included are based on the number of physical addresses in each covered state provided by your independent CNA Insurance Agent.

Quality Assurance

Questions pertaining to this transaction should be referred to CNA Customer Interaction Center at (877) 574-0540, Option 3. Please submit endorsements through www.cnacentral.com, send endorsement requests to ciet@cna.com or fax (877) 363-8669.

SOUTHGROUP
INSURANCE SERVICES

July 2, 2025

Professionals Health Network, Inc.
5215 Old Highway 11, Suite 80
Hattiesburg, MS 39402

RE: Business Owners Policy No.: 4030948427
Policy Term: 8/23/2025 to 8/23/2026

Dear Donna,

We have enclosed the renewal of your Business Owners Policy. Please take this opportunity to review the policy and notify us of any necessary changes.

The insurance company will send the premium statement for this policy directly to you, unless other arrangements for payment have already been made. Please note that the only notices you will receive will be direct notices from the insurance company. All payments must be made directly to the insuring company and received by the due date on the bill to avoid a lapse in your coverage.

If you have any questions, do not hesitate to contact us. We appreciate your confidence in SouthGroup Insurance and look forward to assisting with your future insurance needs.

Sincerely,

James D. Ford

JDF/tkh

Enclosure

P. O. Box 751 - 812 Hardy Street - Hattiesburg, MS 39403
Tel (601) 545-1643 - Fax (601) 544-2007 - Toll Free 1-877-351-0333 - www.southgroup.net

Trusted Choice

CNA

CNA Connect

Renewal Declaration

POLICY NUMBER
B 4030948427

COVERAGE PROVIDED BY
CONTINENTAL CASUALTY COMPANY
151 N Franklin
CHICAGO, IL 60606

FROM - POLICY PERIOD - TO
08/23/2025 08/23/2026

INSURED NAME AND ADDRESS
PROFESSIONALS HEALTH NETWORK, INC.
5215 OLD HIGHWAY 11, SUITE 80

HATTIESBURG, MS 39402

AGENCY NUMBER
040050

AGENCY NAME AND ADDRESS
SOUTHGROUP INS & FINANCIALSVCS LLC
812 HARDY ST
HATTIESBURG, MS 39401
Phone Number: (601)545-1643

BRANCH NUMBER
390

BRANCH NAME AND ADDRESS
NASHVILLE BRANCH
15 CENTURY BLVD STE
PO BOX 305085
NASHVILLE, TN 37214
Phone Number: (615)886-3300

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Estimated Policy Premium Is $2,066.00

Terrorism Risk Insurance Act Premium **$20.00**

Audit Period is Not Auditable

Professionals Health Network, Inc

INSURED

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4030948427	PROFESSIONALS HEALTH NETWORK, INC. 5215 OLD HIGHWAY 11, SUITE 80 HATTIESBURG, MS 39402

PROPERTY COVERAGE	LIMIT OF INSURANCE

The following deductible applies unless a separate deductible is shown on the Schedule of Locations and Coverage.

Deductible: $1,000

Business Income and Extra Expense Coverage Business Income and Extra Expense	12 Months Actual Loss Sustained Up to $1,000,000 Maximum Limit
Business Income and Extra Expense - Dependent Properties	$10,000
Employee Dishonesty	$25,000
Forgery and Alteration	$25,000

LIABILITY COVERAGE	LIMIT OF INSURANCE
Liability and Medical Expense Limit - Each Occurrence	$1,000,000
Medical Expense Limit -- Per Person	$10,000
Personal and Advertising Injury	$1,000,000
Products/Completed Operations Aggregate	$2,000,000
General Aggregate	$2,000,000
Damage To Premises Rented To You	$1,000,000
Employment Practices/Fiduciary Liability Retroactive Date: 08/23/2011 EPLI Deductible: $0	$10,000
Hired Auto Liability	$1,000,000
Nonowned Auto Liability	$1,000,000

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4030948427	PROFESSIONALS HEALTH NETWORK, INC. 5215 OLD HIGHWAY 11, SUITE 80 HATTIESBURG, MS 39402

SCHEDULE OF LOCATIONS AND COVERAGE

LOCATION 1 **BUILDING** 1

5215 Old Highway 11, Ste. 80
HATTIESBURG, MS 39402

Construction: Frame

Class Description: Medical Offices

Inflation Guard 3%

PROPERTY COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	$25,000
Building	Not Covered
Business Personal Property	$19,756
Electronic Data Processing	$50,000
Equipment Breakdown	$19,756
Fine Arts	$25,000
Ordinance or Law - Demolition Cost, Increased Cost of Construction	$25,000
Seasonal Increase: 25%	
Sewer or Drain Back Up	$25,000
Valuable Papers & Records	$25,000

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4030948427	PROFESSIONALS HEALTH NETWORK, INC. 5215 OLD HIGHWAY 11, SUITE 80 HATTIESBURG, MS 39402

LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payee

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of Covered Property.

Professionals Health Network, Inc

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4030948427	PROFESSIONALS HEALTH NETWORK, INC. 5215 OLD HIGHWAY 11, SUITE 80 HATTIESBURG, MS 39402

FORMS AND ENDORSEMENTS SCHEDULE

The following list shows the Forms, Schedules and Endorsements by Line of Business that are a part of this policy.

COMMON

FORM NUMBER		FORM TITLE
CNA79203XX	06/2014	Exclusion - Access or Disclosure of Confidential
CNA80103XX	09/2014	Primary and Non Contributory - Other Ins Condition
CNA81751XX	03/2015	Cap on Losses from Certified Acts of Terrorism
CNA85710XX	06/2016	Unmanned Aircraft Exclusion Endorsement
CNA92680XX	10/2019	Non-Accumulation of Limits Endorsement
CNA98553XX	05/2020	Communicable Disease Exclusion Endorsement
SB147075A	01/2006	Economic and Trade Sanctions Condition
SB147082E	04/2014	Businessowners Common Policy Conditions
SB147086B	04/2010	Loss Payable Provisions
SB147209D	11/2011	Mississippi Changes

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146801J	10/2019	Businessowners Special Property Coverage Form
SB146802F	10/2019	Business Income and Extra Expense
SB146803A	01/2006	Seasonal Increase
SB146804A	01/2006	Arson and Theft Reward
SB146805B	06/2016	Claim Data Expense
SB146806B	01/2008	Debris Removal
SB146807F	10/2019	Employee Dishonesty
SB146808A	01/2006	Expediting Expenses
SB146809C	07/2009	Fine Arts
SB146810A	01/2006	Fire Department Service Charge
SB146811A	01/2006	Fire Protective Equipment Discharge
SB146812D	10/2019	Forgery and Alteration
SB146813B	01/2008	Newly Acquired or Constructed Property
SB146814B	03/2006	Ordinance or Law
SB146815A	01/2006	Outdoor Trees, Shrubs, Plants and Lawns
SB146816A	01/2006	Pollutant Clean Up and Removal
SB146817A	01/2006	Preservation of Property
SB146818A	01/2006	Temporary Relocation of Property
SB146819A	01/2006	Water Damage, Other Liquids, Solder, Molten Damage
SB146820C	06/2011	Accounts Receivable
SB146821A	01/2006	Appurtenant Buildings and Structures
SB146822A	01/2006	Building Glass
SB146823C	10/2019	Business Income Extra Expense - Dependent Property
SB146824B	01/2008	Business Income Extra Expense-Newly Acquired Locs
SB146825C	06/2011	Business Personal Property Off Premises
SB146826C	10/2019	Civil Authority
SB146827F	06/2011	Electronic Data Processing
SB146828E	04/2014	Equipment Breakdown
SB146830B	01/2008	Money Orders and Counterfeit Paper Currency
SB146831B	06/2011	Nonowned Detached Trailers
SB146832B	01/2008	Ordinance or Law-Increased Period of Restoration
SB146833A	01/2006	Outdoor Property
SB146834A	01/2006	Personal Effects
SB146835A	01/2006	Signs
SB146836A	01/2006	Spoilage Consequential Loss
SB146837A	01/2006	Theft Damage to Rented Property

Professionals Health Network, Inc

INSURED

POLICY NUMBER	INSURED NAME AND ADDRESS
B 4030948427	PROFESSIONALS HEALTH NETWORK, INC. 5215 OLD HIGHWAY 11, SUITE 80 HATTIESBURG, MS 39402

FORMS AND ENDORSEMENTS SCHEDULE

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146838C	06/2011	Valuable Papers and Records
SB146839F	06/2011	Sewer or Drain Back Up
SB146936A	01/2006	Inflation Guard
SB147084B	07/2009	Fungi, Wet Rot, Dry Rot and Microbe Exclusion
SB300129C	10/2019	Targeted Hacker Attack
SB300179H	10/2019	Choice Endorsement
SB300456A	07/2007	Concurrent Causation, Earth Movmnt, Water Excl Chg
SB300596A23	01/2008	Identity Theft/Recovery Services Endorsement

COMMERCIAL GENERAL LIABILITY

FORM NUMBER		FORM TITLE
SB146902G	06/2016	Hired Auto and Non-owned Auto Liability
SB146932G	10/2019	Blanket Additional Insured - Liability Extension
SB147079A	01/2006	War Liability Exclusion
SB147080B	10/2019	Exclusion - Silica
SB147083C	10/2019	Fungi/Mold/Mildew/Yeast/Microbe Exclusion
SB147088A	01/2006	Exclusion - Asbestos
SB147089A	01/2006	Employment - Related Practices Exclusion
SB300000D	04/2014	Businessowners Liability Coverage Form
SB300020A	01/2006	Abuse or Molestation Exclusion
SB300441A	01/2007	Fiduciary Liability Coverage Form
SB300449A	01/2007	Single Limit of Insurance Endorsement
SB300450A	01/2007	Employment Practices Liability Coverage Form
SB300849A	07/2009	Recd and Distribution of Material or information

***** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY *****

FORM NUMBER		FORM TITLE
CNA104750XX	06/2023	Policyholder Notice - Fraud Notification
CNA62823XX	02/2025	Req for Jurisdictional Insp Of Boilers And Pressur
CNA81758XX	01/2021	PHN - Offer of Terrorism Disclosure of Premium
CNA95404XX	03/2019	CNA Coverpage Form

Countersignature

Chairman of the Board

Secretary

Professionals Health Network, Inc

Section 5.10

Participant Record Security Policy

and

Document Retention & Destruction Policy

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

Participant Record Security Policy

PHN maintains program participant records – both electronic and paper - including, but not limited to, anecdotal information, evaluation and treatment reports, COMMITTEE meeting reports, treatment provider reports and associated internal documents. These records constitute a highly sensitive repository of participant data warranting the due diligence and care of those entrusted with their maintenance and security. The following internal PHN controls shall be followed to ensure the security of said records:

1) Any electronic record format must have appropriate firewalls. While PHN is not subject to HIPPA, electronic records maintained will comport with HIPPA security requirements.
2) PHN paper records must be maintained in a locked metal filing cabinet and within a room that is locked.
3) When electronic and/or paper records are open, PHN staff must be in the physical plant when either is in use. Otherwise, these records must be properly secured.
4) Records must be maintained in the PHN Office such that visitors do not inadvertently see confidential participant information.
5) COMMITTEE members shall have access to any PHN Participant records necessary for their oversight, guidance, and continuing care activities. Typically, this information shall be provided by the Executive Director as a summary statement for the COMMITTEE's consideration at regular PHN COMMITTEE meetings. Actual copies of reports may be provided the COMMITTEE if necessary for the COMMITTEEs review.
6) No participant information may be released to any regulatory board or specialty society or other outside group or entity unless approved by the Medical Director or COMMITTEE.
7) All PHN paperwork /participant summaries/ records used by the COMMITTEE at its meetings must be carefully safeguarded during the meeting and returned to the Executive Director at the end of the meeting for appropriate secure storage/filing. COMMITTEE members should not take participant written information away from the meeting site.
8) Specialists involved in program participant care may be provided with participant contracts and any other information necessary to their best care for the participant. The Medical Director or COMMITTEE may determine what information is appropriate for release to these specialists.
9) Some COMMITTEE members also serve as PHN Board members. The PHN Board is not tasked with the evaluation, treatment, and continuing care of program participants. Board

members, therefore, have no access to participant records when functioning in their capacity as Board members.

10) Any subpoena for participant records shall be referred to the attorney for PHN and/or the appropriate regulatory board for dispensation. Records shall not be released to legal entities unless the program participant requests their release and signs the appropriate release of information or unless PHN, after appropriate legal proceedings, is ordered to release records to the court. In the later instance, anecdotal information contained in the record shall not be released.
11) Participant requests for records must be approved by the PHN Medical Director or COMMITTEE.

Approved by PHN Board of Directors May 10, 2019

PROFESSIONALS HEALTH NETWORK, INC

DOCUMENT RETENTION AND DESTRUCTION POLICY

Purpose

This Records Retention and Destruction Policy of the Professionals Health Network, Inc (PHN) identifies the record management, retention, and destruction responsibilities of PHN officers, directors, staff and agents of official documents and records of PHN. This policy will ensure record availability for operational and legal needs of the organization. No paper or electronic documents will be destroyed, inappropriately altered or deleted if pertinent to any ongoing or anticipated government investigation or proceeding or litigation.

PHN reserves the right to amend or terminate this policy at any time or for any reason.

Records Covered

This policy applies to documents and records created or received by or on behalf of PHN in any format including paper and electronic files (including emails) regardless of where document is stored, including network servers, desktop or laptop computers, handheld computers, and other wireless devices. This policy does not cover documents unintentionally or erroneously sent to the PHN. Such records must be returned immediately to the sender, if known, or destroyed following consultation with the PHN Medical Director.

Retention periods for the following types of documents and records are set forth in Appendix A (see attached) to this policy: accounting, tax, payroll, insurance, governance, legal, personnel, technical.

Storage

All confidential, privileged and sensitive documents or records that are stored electronically shall be password protected and accessible only to authorized persons as determined by the CEO/Medical Director. All confidential, privileged and sensitive paper documents or records shall be stored in a secure place and accessible only to authorized persons as determined by the CEO/Medical Director.

Destruction

Upon expiration of the appropriate retention period (see Appendix A), all confidential, privileged, and sensitive documents or records that are (1) stored electronically, shall be deleted or removed from all existing PHN systems and (2) retained in paper format, shall be shredded.

Responsibility for Administration

The PHN Executive Director shall be responsible for administering this policy. As part of this policy, the Executive Director, in consultation with legal counsel, shall ensure that PHN documents and records retained by officers, directors, staff or agents are stored or destroyed in a manner consistent with this policy.

Any officer, director, employee, or agent of the PHN who is in possession of records belonging to the PHN who is uncertain as to what records to retain or destroy, when to do so, or how to destroy them, may seek assistance from the PHN Executive Director.

Approved by the Board of Directors on May 10, 2019

APPENDIX A

APPENDIX A

TYPE OF DOCUMENT	RETENTION PERIOD
Accounts Payable/Accounts Receivable	10 years
Annual Financial Statements	Permanently
Audit Reports	Permanently
Bank Reconciliations/Bank Statements	10 years
Checks	10 years
Committee Meeting Minutes	Permanently
Court documents of any type	7 years following close of case
Credit Card Receipts	3 years
Contract/mortgages/notes/leases (expired)	10 years
Contracts (still in effect)	10 years past close of contract
Correspondence (general)	5 years
Correspondence (legal/important matters)	Permanently
Deeds, mortgages and bills of sale	10 years after final payment
Employment Applications (not hired)	1 year
Employment Applications (persons hired)	5 years following termination
Employment Records	Permanently
Expense Records	10 years
Federal/State Tax Returns (990, etc)	Permanently
Insurance Records (accident reports, claims, policies, etc (current/expired)	Permanently
Internal Audit Reports	Permanently
Invoices (paid)	10 years
Manuals	Permanently
Board Minutes/bylaws/incorporation records	Permanently
Participant Files	Permanently
Payroll Records/Summaries	Permanently
Personnel Files (active/terminated)	Permanently
Policy Statements	Permanently
Retirement/Pension Plans	Permanently
Trademark/Copyright/Patent registrations	Permanently
Tax Supporting documents	Permanently

Section

6

Technical Questionnaire

Professionals Health Network, Inc

SECTION 6. Technical Questionnaire

6.1 Describe the team dedicated to providing the requested scope of services for the Board. Specifically,
A. Identify the dedicated individual who will serve as the primary contact for the Board along with a list of job duties and experience with the other programs with services required in this RFP. Include a resume(s) as an appendix. Include any licenses and training if a healthcare professional.

Donna Young, Executive Director PHN is designated the PHN primary contact. MS Young attends day-to-day program administration and serves many duties. MS Young is aware of and engaged with all program participants. Ms. Young is available 24/7.

As CEO / Medical Director, Gary D. Carr, MD, is ultimately responsible for the program in terms of clinical services and administration. If MS Young is unable to address any issue or determines a decision warrants the Medical Director, Dr Carr is available 24/7.

With our boards, Ms. Young is typically the initial PHN contact. She interfaces daily with program participants, board staff and board investigators.

Donna Young, Executive Director has 26 years' experience working with Professionals Health Programs. She demonstrates excellent skills in all of the job duties of the Executive Director (ED), which include:

- Responsibility, with the oversight of the Medical Director, PHN Committee and PHN Board, for day-to- day program administration, management of program operations and activities, including preparing proposed PHN budgets, finance materials, personnel management, community and public relations,
- Strategic thinking toward anticipating issues with constructive recommendations around how best to address concerns,
- She demonstrates excellent skills in written and oral communication.
- Conflict resolution, communicating by written and oral communication and, using both self-motivation and solid teamwork, valuing and soliciting input from all involved parties around any issue that arise,
- While self-motivated, Ms. Young is an outstanding team player valuing and soliciting the input of all involved.
- Maintaining positive working relationships with the Medical Director, PHN staff, Board of Directors, organizations served by PHN, referral sources and the public with an eye toward achievement of the PHN's mission,
- Receiving reports regarding potentially impaired licensees, judging urgency of referral, collecting information such as history of concerns, available paperwork, potential sources of information, then communicating these to the Medical Director and as indicated, key members of the PHN Committee to discuss the case.
- If requested, making initial contacts with concerned parties willing to provide information.
- If indicated, facilitating PHN Committee members to travel to meet with the professional face to face.

- If an evaluation is indicated, consulting with the Medical Director regarding the best multidisciplinary facilities for that professionals identified issues. The Licensee is given a list of three (3) approved facilities from which to choose.
- With Medical Director input and using the same process, providing a list of three (3) approved facilities capable of providing the needed services if the professional's evaluation shows need of treatment.
- obtaining verbal and written reports of evaluations for review by the Medical Director.
- Obtaining verbal and/or written reports of progress in treatment for review by the Medical Director.
- Contacting and supporting the licensees significant other and encourage them to obtain any help they may need, then serving as liaison with the significant other as well as with designated Board personnel, treatment centers, licensees and practice/partners(as appropriate); providing information to the Medical Director for action.
- Incorporating written recommendations from the treatment center into PHNs Continuing Care Contract template and Alcohol / Drug and/or Mental/Emotional Illness contract for review by the Medical Director and the PHN Committee Chair. (Example Section 10).
- Coordinating information related to the licensees' toxicology, reviews of contract, initial face to face meeting with the PHN Committee, return to work issues, arrangements for therapists, other healthcare professionals, 12-Step meetings, work-place monitors, Caduceus Group attendance, etc.
- Receiving and tracking monthly 12-Step meeting attendance for each licensee.
- During contract monitoring, arrange face to face appointments with the PHN Committee, obtain all workplace monitoring reports, and therapist / physician / other reports for review by the Medical Director and the PHN Committee.
- Providing the PHN Committee with updated written case synopsis referencing all of the above information for each licensee being seen by the PHN Committee at their face-to-face meetings. (See attached outline.) .
- Making monthly phone contact with each licensee under contract.
- Keeping minutes of each Committee Meeting.
- Ensuring that all recommendations made by the PHN Committee on each case are executed (specialist referral, change in toxicology frequency, etc.).
- Contacting the Medical Director immediately for any positive toxicology or noted relapse behaviors.
- Preparing all minutes, reports, budgets and necessary paperwork for PHN Board of Director Meetings.
- Preparing minutes for PHN Board meetings for approval.
- Ensuring ongoing compliance with all requirements of the Secretary of State for PHN's 501c3.
- Coordinating PHN Committee speakers for groups requesting same. Organizing and administering the yearly Mississippi Addiction Conference and Dental Wellness Conference, which includes managing the Planning Committee, and arrangements for CE Credits for all licensed professionals, participant fees,

participant feedback/requests, facility, liaison for speakers, etc. See resume Section 9

Gary Carr, MD, Medical Director Qualifications & Job Duties

- Dr Carr is an Addictionologist who has been certified as an MRO. He is a Fellow of the American Academy of Family Practice and a Distinguished Fellow of the American Society of Addiction Medicine. He is a Diplomate of the American Board of Addiction Medicine. Dr Carr has worked in Professionals Health since 1998. He began his on personal recovery in 1992 and has 33 years of uninterrupted sobriety. In the past, Dr Carr has provided a 6 month workshop on the 12-Steps to the general population, which had 61 attendees who completed that offering. He is the CEO of PHN, attends all PHN Committee Meetings and all PHN Board meetings. He serves on the PHN Board of Directors as a non-voting Member. As Medical Director and CEO of PHN, Inc., Dr Carr is responsible for all PHN administration, services and activities, including:
- Operation within the PHN Corporation Policies and Procedures
- Working closely with the Boards served by PHN, the PHN Committee, PHN Executive Director and staff and the PHN Board to ensure the effective and efficient operation of the PHN.
- Ensuring evaluation, treatment and monitoring strategies remain state of the art and compliant c FSPHP Guidelines.
- Ensuring evaluation and treatment facilities and regional providers are providing quality services on a continuing basis.
- Interfacing with evaluation / treatment facilities / providers to address questions, concerns, new information or to discuss a licensees treatment and progress.
- Interfacing with Board personnel, evaluation and treatment facilities / other providers, PHN Committee members / Staff and program participants as indicated.
- Assuring that final treatment center recommendations address all concerns and have addressed each in their recommendations for individualized continuing care monitoring.
- Reviewing each evaluation report and final treatment discharge summary.
- Ensuing that each element identified in treatment facility recommendations is addressed in the individual licensee's Continuing Care Contract.
- Ensuring that each Licensee remains in full compliance with all PHN Contract elements
- Ensuring all Licensure Board requirements / expectations are carried out in a timely and accurate manner.
- Reviewing all participant cases that fall outside the norm with the PHN Committee as an ongoing QA process.
- Serving as a ready resource to the Board Members / staff regarding any specific or general questions around professionals' health, impairment, wellness, toxicology, monitoring, etc.

- Making an immediate report to the Board if any licensee is impaired or otherwise felt to be a danger to the public. Contact is immediate by phone with follow-up in writing.
- Available to provide educational / CE programing on issues of professional impairment and wellness to professional associations / other groups as requested.
- Helping select regional and national speakers for current topics in addiction, mental health and professionals health for the annual Mississippi Addiction Conference and the fall Dental Conference (i.e., toxicology, monitoring, new drug trends, opioid crisis, co-occurring illness, mental illness, disruptive behaviors, personality disorders, sexual misconduct, sexual addiction, potentially impairing physical illness, stress and burnout, codependency,). See resume Section 9

6.1 B.

Hayley Broome - Assistant to Executive Director: Was trained by and has worked under Ms. Donna Young, Executive Director, since 2016. She works under the supervision of the Executive Director to.

- Coordinate projects assigned at the direction of the Executive Director
- Prompt completion of tasks
- Well-versed and knowledgeable regarding confidentiality / HIPAA
- With the Executive Director, ensure all participant records are maintained and up to date
- Assist the Executive Director with preparing and organizing the Annual Addiction Conference and Dental Wellness Conference.
- Staff the front desk at all conferences
- Maintain knowledge of and ability to work with PHN policies and procedures
- Assist with PHN Committee and Board of Director Meetings.
- Ms. Broome has worked under and been trained by Donna Young, Executive Director since 2016. See resume Section 9

Tom Kepner, Addiction Therapist - Business Development/Outreach Consultant: This position will work under the supervision of the Medical Director and Executive Director.

- Promote the PHN with interested parties
- As directed, work with PHP Members / Staff obtain any needed information to conduct a face-to-face potential impaired professional interview.
- Participate as a part of the intervention when indicated.
- Attend PHN Committee meetings on a regular basis.
- Maintain good relations with affiliate organizations, possible referral sources, the public.
- Mr Kepner has worked with the Professionals Health Program since 2016 and brings 40+ years experience working with addiction and healthcare professionals. See resume Section 9.

Tom Wiggins, DMD, President / Chair PHN Committee. The President of PHN and Committee Chair are unsalaried positions. Dr. Wiggins has served in the monitoring of

recovering professionals for 25+ years. He works closely with the Medical Director and Executive Director on the oversight of the professionals we follow. Dr Wiggins frequently assist with interventions indicated by PHN. See resume in Section 9.

Deborah V. Gross, M.D., Addiction Psychiatrist, Vice-President, PHN. The Vice-President is an unsalaried position. Dr. Gross is a licensed psychiatrist who has 40 years of experience in the field of addiction/mental health. Dr. Gross has served on the PHN Board and Committee since its inception in 2009. She assists the Medical Director with providing clinical oversight with the professionals we serve. Dr. Gross is the Medical Director for Pathway Healthcare and currently serves as President of the Mississippi Society of Addiction Medicine. See resume in Section 9

Jennifer Trihoulis, M.D., Psychiatrist Dr. Trihoulis is a psychiatrist who has a 17+ years of experience in the field of addiction/mental health. She has served on the PHN Board and Committee since 2021. She assists the Medical Director with clinical oversight of the professionals we serve. See resume in Section 9

Stuart Milan, PMHNP (Psychiatric Mental Health Nurse Practitioner) Mr. Milan is psychiatric nurse practitioner who has been working in the field of addiction/mental health for 37 years. His expertise in this field brings a wealth of knowledge to the PHN Committee. He assists the Medical Director with clinical oversight of the professionals we serve. See resume in Section 9.

Note: *Should PHN earn the Pharmacy Board's selection, we will be adding at least one additional Case Manager, two qualified and interested pharmacists as PHN Committee members and at least 2 Pharmacists to the PHN Board of Directors.*

6.2 Describe the history, program philosophy, number of years in service, and accomplishments of your organization in managing healthcare professionals whose ability to safely practice is or may be impaired because of alcohol use, substance use/and or mental illness.

The Professionals Health Network (PHN) was established in 2009 and was made available to Mississippi Healthcare Professional Boards who wished to participate. We have formal contracts (Memorandum of Understanding) with the Mississippi Board of Dental Examiners, Mississippi Board of Veterinary Medicine, and the Methodist Conference. We have made our services available to other healthcare professionals who desire our support and monitoring.

Our program philosophy recognizes healthcare professionals are human and subject to the same illness as the rest of society. They also have a license and a position of public trust as well as licensure boards who are tasked with ensuring the public safety. PHN believes our goal of early intervention, evaluation, treatment, accountable monitoring and earned advocacy is complimentary to the Licensure Boards mission and goals. We desire to see healthcare professionals effectively treated and returned to the safe practice of their profession. Our experience with that process is highly rewarding. To date our success rate is excellent. While relapses do happen, with effective monitoring it is discovered quickly and further intervention and treatment initiated. We

have over 90% of our participants healthy and practicing their profession at 5 years post-intervention. We are proud to say that to date, we have had no reports of patient / public harm by a PHN Participant under contract.

One of the strengths of our program is the recognition that virtually no one has "just addiction". Psychiatric comorbidity such as Depression, Anxiety Disorder, Bipolar Disorder, PTSD are almost always present. We recognize that addressing these co-morbidities are critically important for continuing sobriety and wellness. In addition, we have come to understand that significant past trauma is very often present (up to 70%). While significant trauma cannot (and should not) be addressed during residential treatment it is critical that it be addressed once the participant is emotionally stable and surrounded with a strong support system. We are fortunate to have developed relationships with a number of excellent EMDR trauma therapists around the state able to provide excellent care.

Our accomplishments include a proven track record of success. We enjoy excellent relationships with licensure boards based on open, honest, and direct communication as well as mutual respect and trust. We are proud of our relationships with our program participants. While we are firm in our expectations and requirements of accountability, we are also supportive and encouraging of their efforts toward wellness. The PHN Committee takes pride in seeing the positive change recovery brings to so many of our licensees - they become strongest in the broken places and are often a greater asset to the public in recovery than before they developed a potentially impairing illness. We also think it says something that many licenses who complete 5 years of monitoring wish to say associated with PHN through a voluntary "step-down contact". In addition, many of our recovering PHN Committee members were themselves once under a PHN Contact and desire to dedicate their time and experience to serve in order to support their recovering colleagues.

We consider the Annual Addiction Conference to be a great accomplishment. We have continued to attract nationally and internationally known experts in the field. Our participants are from multiple healthcare specialties both within the state and nationally. Many who work in the treatment industry describe our conference as "the best" or "one of the best nationally." We have some conference attendees who have not missed a conference in 17 years.

6.3 Provide a list and description of all tools used to provide monitoring and compliance of program participants. (Examples provided).

- Random, unannounced chain of custody toxicology initially every 2 weeks on average. Participants must call an 800 number with Affinity Online Solutions/Spectrum Compliance or log in on their app each day Monday – Friday. If the participant is selected, he/she must provide a toxicology specimen at an approved site by the end of that day. All participants are given a comprehensive health professionals multidrug panel as well as individualized panels as indicated.
- We are able to obtain hair, nails, other tissue via Spectrum Compliance
- If alcohol is an issue EtG & PeTH tests are obtained and, in some cases, Soberlink may be instituted..
- Worksite monitor reports – Written reports every quarter with immediate verbal

reports of any concern.

- Therapist reports - Written reports every quarter with immediate verbal reports of any concern.
- Participant 12 Step calendar self-reports of meeting attendance monthly. Beginning in January 2026, GPS reporting will be available for spot check meeting attendance through Affinity Online Solutions/Spectrum Compliance. Training is currently underway.
- Affinity/Spectrum Compliance provides our participants with online videos to assist them with drug testing, documenting meeting attendance, how to avoid "dilute screens," etc.
- Date/Time documentation is recorded when participant checks in with Affinity and PHN has date and time when each toxicology specimen is given.

6.4 The Board must have prompt and direct access to the Offeror throughout the contract period. Describe in detail how your company will provide this access.

Both the Executive Director and the Medical Director are available 24/7. You will be provided e-mail, office phones, and office fax. Cell phone numbers will be provided for your use as needed 24/7.

6.5 Describe how the organization will facilitate the use of support groups (in person and online). Support groups shall have a foundation in the 12-step Program.

Program participants are required to make a weekly Caduceus Group Meeting as well as not less than three(3) 12-step support meetings per week. We strongly encourage an initial 90 meetings in 90 days following successful conclusion of treatment for all program participants. An initial 90 meetings in 90 days is required if it is the recommendation of the treatment professionals. We encourage all support meetings be in person. That said, some participants have schedules or more remote locations necessitating some meetings occur online. Participants provide monthly calendars of meeting attendance. In addition, other program participants see them at their meetings. Our Caduceus group chairs will contact us for any compliance concerns.

PHN works and will continue to work closely with the Affinity Online Solutions/Spectrum Compliance to ensure PHN records are HIPAA High Tech compliant.

6.6 Describe your organization's confidentiality standards.

All PHN Board, Committee and staff members sign a "Confidentiality Statement". A copy of this is being provided in this proposal. If the PHN Committee needs to meet with any outside party or vendor (eg. a treatment center rep or Toxicology provider) that person must sign a confidentiality agreement if participants are in the same building at the time of the meeting. All confidential information that comes into the PHN office regarding any licensee such as continuing care reports, referrals, or calls of concern are kept strictly confidential. The PHN Committee members are provided a written document containing information regarding the participants to be seen or discussed that includes a synopsis of participant history, past issues, treatment history, toxicology

results, monitor reports, etc. These documents are collected by Donna Young at the end of each meeting and filed, scanned and/or shredded as the case may be.

6.7 Describe any liaison work with public entities and other states and how your organization maintains awareness and competence in best practices.

- Member Federation of State Physician Health Programs (FSPHP)
- Participants in FSPHP secure e-Group to anonymously discussed nuanced or complex cases, new treatment / monitoring methods, national trends in toxicology, and other matters of healthcare professional health and wellness.
- Medical Director is a Distinguished Fellow of the American Society of Addiction Medicine (ASAM) and a Diplomate of American Board of Addiction Medicine (ABAM).
- American Psychiatric Association
- Mississippi Psychiatric Association
- Mississippi Society of Addiction Medicine (MSAM)
- American College of Psychiatrists
- The PHN Annual Mississippi Addiction Conference ~17 hrs CME / year. All Committee Members and Staff attend. Participants are highly encouraged to attend this CE event.

6.8 Provide key performance indicators that reflect your ability to monitor healthcare professionals.

- Approximately 90% of our participants are healthy and doing well in recovery at 5 years post-intervention.
- Meeting attendance is tracked monthly
- Compliance with therapy / medical appointments is tracked and intervention occurs if not compliant. Compliance is reviewed at each scheduled PHN Committee meeting.
- Ms. Young tracks compliance with monthly program PHN call-ins from each Licensee.
- Random, unannounced, chain of custody toxicology is ongoing.
- PHN Committee face to face meetings with Participants occur regularly.
- Our Medical Director has treated addiction / healthcare professionals since 1993. He has monitored healthcare professionals since 1998. He has worked full time in addiction treatment since 2011 at all levels of care including outpatient treatment, IOP, PHP, Detox, Residential and as Medical Director of adolescent and adult residential treatment facilities.
- Our PHN Committee Chair has been monitoring healthcare professionals since 2003
- In addition to Dr Carr, the PHN Committee includes two Board-certified psychiatrists who are also certified addictionologists and an addiction nurse practitioner. Together these professionals have been treating this illness for a combined 94 years.
- Our PHN Committee cumulatively has over 150 years treating and/or monitoring healthcare professionals.

6.9 Describe the frequency of individual meetings with program participants. Please include any anticipate changes as participants progress in the program.

Depending on circumstances Executive Director Donna Young may meet with a program participant immediately following treatment. The newly recovering professional meets with the PHN Committee in Jackson at the next scheduled meeting (PHN committee currently meets every two months and anticipates increasing to monthly if awarded the Pharmacy contact). The typical participant will then meet with the committee in person every two months for at least the first 6 – 12 months dependent on progress. If all is well, frequency decreases to every 4 months the second year and then to every 6 months for the duration of their contracts. Each case is handled individually, For example, if the committee develops a concern about a participant at any point, they may increase the number of calls required to Donna Young and go back to Committee meetings every two months until the concern resolves. Participants who complete a 5-year contract but wish to voluntarily remain under a "Step-Down" Contract meet with the committee yearly. Between committee meetings, if there is concern about possible non-substance-related relapse behavior, that participant's monitoring frequency will be increased and they will be scheduled with the full committee at its next meeting.

Our goal is to see participants develop consistent self-responsibility for their own recovery. Once that is evidenced we decrease committee visits to every 6 months assuming the participant feels comfortable with that.

6.10 Describe the structure of your administrative and/or case management review committee.

- Donna Young, Executive Director is in charge of program administration under the direction of Gary Carr, MD, Medical Director / CEO. She supervises and delegates tasks to PHN employees as necessary. MS Young is actively involved with case management through frequent interface with all licensees under contract. These interactions are included in her case synopsis made available to all PHN Committee Members at each meeting. (See redacted example).
- The PHN Executive Committee meets as necessary by conference call between full meetings of the PHN Committee. The full PHN Committee reviews the cases scheduled for face-to-face visits that day. Progress, or lack thereof, new issues, concerns such as job changes, marital or work stressors are discussed as a group and then discussed with the participant.

With input from the participant, changes may be suggested or made (i.e.. change of therapist or a discussion of the pros / cons of a job change). Often the committee offers potentially helpful recommendations or options for the participant's consideration. If there is greater concern, mandatory changes may be made such as requiring a new recovery sponsor, increasing the number of 12-step meetings, resuming individual therapy, etc. These changes may be temporary. If they are permanent an addendum to the contract is executed.

6.11 Provide details of your internal review process for participant disagreements or grievances.

The process depends on the nature of the disagreement / grievance:

- Disagreement with an evaluation recommendation: PHN does not diagnose or treat. If the participant, for example, disagrees with a recommendation for treatment they are offered the option of a second opinion at one of 3 other approved facilities. Absent a second opinion supporting the licensee they must have treatment.
- Disagreement with length of treatment: PHN follows the recommendations of the treating experts with the caveat that all treatment providers understand that we expect the level of care and length of stay clinically indicated. If the licensee desires they may elect to obtain a second opinion at another approved facility or they may transfer to another approved facility.
- Disagreement with a contract element: If the Committee views the participants concern as made in good faith, reasonable and responsible, it may elect to accommodate a change. In most cases the contact is expected to be followed as written. Participation in PHN is voluntary. However, all our contracts state that non-compliance will prompt an immediate report to the Board.
- Toxicology: Some participants don't understand why they have multi-panel toxicology since they "never used anything except X,Y, or Z". We use these opportunities to discuss their substance of choice as "a face" of their addiction but emphasize their illness is "addiction". PHN, along with Licensure Boards and other stakeholders expect our participants with addictive illness to be abstinent from all mood-altering substances. To be credible our toxicology must document that abstinence.
- Participant conflict with a particular PHN Committee member: In such a case the PHN Committee member will recuse themselves for that particular participant's case discussion.
- In short, the PHN Committee is fair and listens to all concerns. Reasonable accommodations can be made, but the overriding emphasis is the participant's successful recovery. The PHN Committee works well together. All input is heard, considered, and discussed until consensus is reached.

6.12 Provide a de-identified example of advocacy conducted in support of a program member regaining licensure. (ie. Deidentified hearing transcript, letter of support, etc.)

PHN provides "earned advocacy". Earned advocacy is based on a participant's abstinence from all mood-altering substances with negative toxicology, compliance with contract requirements, demonstrable commitment to recovery with self-motivation and self-responsibility. Each licensee planning to approach their Board about regaining licensure must appear before the PHN Committee to review their readiness to take this step. If the Committee believes they have not yet met criteria for support we will advise them of same, explain what we need to see and set up a follow-up visit to discuss further. If the participant has earned our advocacy we assist by:

Sample of Letter of Support included at the end of this Section Labeled 6.12

- Providing a letter of support (see deidentified example attached).
- Discussing their appearance before the Board and questions they may anticipate.

We also discuss continuing education requirements and status of same.

- Arranging for the Medical Director, PHN Committee Chair, or other Committee member to accompany them to the Board, prepared to discuss their recovery and the reasons the PHN Committee supports, or does not support, their request.
- The PHN Committee sometimes institutes certain "in-house" limitations the PHN Committee believe may be indicated for continued successful recovery, such as initial number of work hours, work-place environment etc. Examples might be initially limiting work hours or agreeing to return to work in a setting with other licensees as opposed to solo.

6.13 Provide copies of all applicable program forms, used for member management and education (e.g. consent to treat, release of information, intake forms, treatment center-related documents, participant handbook, medication use and reporting guidelines).

Forms that the Professionals Health Network uses: See forms used at the end of this section Labeled 6.13

a) Intake (Part 1 & 2)
b) Release of Information
c) Medication Guidelines
d) Sample Contracts :Sample Contracts located in Section 10
e) Quarterly Reporting Forms
   #1 Board to the board
   #2 Progress reports from Providers
   #3 Progress reports from Workplace Monitor
f) Self Reporting Form the participant fills out prior to each PHN Committee Visit.
g) Guidelines for setting up Affinity/Spectrum account
h) AA Meeting Attendance is kept online via Affinity/Spectrum App
i) Sample letter to participant sent with contract
j) Avoiding A Dilute Urine handout
k) Format of Information Provided to PHN Committee members for meetings

Section 6.12

De-identified Letter of Support

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

5215 Old Highway 11, Suite 80 • Hattiesburg, MS 39402 • Office: (601) 261-9899 • Fax: (601) 268-0376 • www.professionalshealthnetwork.com

March 31, 2022

Chris Hutchinson, Executive Director
Mississippi State Board of Dental Examiners
600 East Amite Street Ste 100
Jackson, MS 39201-2801

RE: [redacted]

Dear Mr. Hutchinson:

This letter is being provided regarding [redacted]. As you are aware, [redacted] successfully completed her treatment process in late 2020. However, it was the recommendation of the treatment team that she stay out of practice for a period of one year in order to concentrate on her recovery and not seek reinstatement of her licensure at that time.

[redacted] has been compliant throughout this process. Her urine toxicology testing and blood tests have remained negative[redacted] continues to meet with her therapist as well as an Addictionologist. She has done service work throughout the past year and is very involved in the recovery community.

[redacted] presented in October 2021 to Acumen in Lawrence, KS for a comprehensive assessment. The evaluation team states she is safe to practice and has recommended she return to work on a part-time basis and gradually increase to a full-time position. [redacted] will be signing a new contract to reflect the Acumen recommendations.

[redacted] has made significant progress over the past year. With the advocacy of her providers along with the Acumen evaluation team, the PHN Committee is advocating for the reinstatement of [redacted] license. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Gary D. Carr, MD
Medical Director, PHN

GDC/dcy

Section 6.13

Forms Used

a) Intake (Part 1 & 2)
b) Release of Information
c) Medication Guidelines
d) Quarterly Reporting Forms
e) Self Reporting Form
f) Guidelines for setting up Affinity/Spectrum Account
g) Sample Letter to participant that is sent with contract
h) Avoiding A Dilute Urine Handout
i) Format of Information Provided to PHN Committee members for meetings

Section 6.13

Participant Intake

Part 1 & 2

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

PARTICIPANT INFORMATION SHEET

DATE _____

NAME_____ **PROFESSION:** _____

HOME ADDRESS _____ **DOB:** _____

_____ **Race** _____

OFFICE ADDRESS _____ **Sex** _____

_____ **SSN**_____

WHICH ADDRESS DO YOU PREFER TO RECEIVE MAIL (Circle One):

HOME OFFICE

PHONE NUMBERS (O)_____ Age _____

(H)_____

(C) _____

Supervisor/Senior Partner/Administrator _____

Spouse Name _____ Phone #_____

EMAIL Address _____
(IMPORTANT)

PHN INTAKE FORM

Date _____

NAME:_____PROFESSION:_____

REFERRAL SOURCE_____Phone #_____

OTHER INFO RESOURCES	RELATIONSHIP	PHONE NUMBERS
1.		
2.		
3.		
4.		

NATURE OF COMPLAINT/CONCERN: __alcohol/drugs __mental/emotional

__Physical __Sexual __Other Describe _____

_____

HISTORY OF: Yes No Unk	EXPLANATION
Board Aware of This concern	
Prior Board Involvement	
Prior Treatment or Monitoring	
Health Problems	
Legal Problems	
Family Problems	
Quality of Care Issues	
Other	

CONTINUE ON BACK

CASE INVESTIGATION NOTES;

DATE	PERSON CONTACTED	CONTENT

Information requested by PHN

1)
2)
3)
4)
5)

EVALUATION & RESULT

OUTCOME OF REPORT __Treatment/PHN Contact __Unsubstantiated Complaint

__ Other _____

Section 6.13

Release(s)

Information Agreement

Professionals Health Network, Inc

WAIVER OF CONFIDENTIALITY, RELEASE OF INFORMATION AGREEMENT, AND PRIVACY RULE AUTHORIZATION WITH MY BOARD OR REGULATORY AGENCY AND THE PROFESSIONALS HEALTH NETWORK, INC

I hereby authorize the release of any and all information regarding evaluation and/or treatment at any treatment or health care facility, past or present, including, but not limited to, all diagnoses, findings, and/or recommendations to the Professionals Health Network, Inc (PHN) and my licensing or regulatory board or agency (hereinafter, BOARD) **if applicable**, and I do hereby authorize said treatment facility, its medical director, or staff to communicate freely with PHN and/or its representative(s) and, if applicable, my BOARD and/or its representative(s) regarding my evaluation, treatment, diagnosis, recommendations, and discharge, and release any document, report, or summary to PHN and, if applicable, my BOARD.

Reciprocally, I hereby authorize my BOARD and/or PHN to release to any treatment facility and/or program any evaluation, treatment, or aftercare entity, any and all information which is in my PHN file, my BOARD'S licensure and/or investigative file, including, but not limited to, all information pertaining to current or past investigations, evaluations, treatments, and/or monitoring and any pending or past disciplinary proceedings whether public or private.

I understand that this agreement will expire one (1) year from the signature date and cannot be renewed without my written consent. I understand that I may revoke this agreement at any time, except to the extent that action has been taken thereon, by delivering to PHN a written revocation of consent.

I further authorize any person or entity to rely on a copy or facsimile of this Release, the original of which shall remain in possession of PHN and, if applicable, my BOARD.

I hereby waive my right of confidentiality to the PHN and/or its representatives and to my BOARD and/or its representatives. Further, I recognize that Federal rules prohibit further redisclosure of drug and/or alcohol abuse/treatment records unless further disclosure is by written consent of the person to whom it pertains. Accordingly, I specifically agree with such redisclosure and authorize the PHN and my BOARD to freely communicate with, via telephone, facsimile, e-mail, or personal interview, any individual or entity it deems relative to an investigation of my physical, emotional, and mental health, and my ability to practice my profession with reasonable skill and safety and effectiveness to the public. This includes, but is not limited to, any hospital or health care facility, past or present, in which I have received or am receiving treatment, any physician or other health care entity from which I have received medical and or dental care, hospital administration and medical staff, business associates, partners, friends, and family. Likewise, the PHN may communicate to these individuals or entities, the results of evaluations, treatments, and/or recommendations as deemed appropriate by the PHN. In so doing, I waive any and all privileges and rights of confidentiality which I would otherwise possess with respect thereto. I agree and understand that there must be a free flow of information to and from the PHN and my BOARD and others appropriate to ensure my adequate evaluation, treatment, and recovery.

_____ _____

Date Signature

_____

Witness

NOTE: This information has been disclosed to you from records the confidentiality of which is protected by Federal Law. A general authorization for the release of medical or other information is not sufficient for this purpose. This release and authorization is specifically granted in compliance with 42 U.S.C. 290(dd-2) (Confidentiality of Records of the Identity, Diagnosis, Prognosis and Treatment of Substance Abuse Patients) and 42 CFR Part 2 (Regulations for confidentiality of Alcohol and Drug Abuse Patient Records). Pursuant to 45 CFR 164.512d, the Professionals Health Network, PHN Board/Committee are not "Covered Entities" for the purpose of the Health Insurance Portability and Accountability Act of 1996 (HIPPA).

PROFESSIONALS HEALTH NETWORK INC.

AUTHORIZATION TO RELEASE/OBTAIN INFORMATION

I, _____, hereby authorize **The Professionals Health Network (Gary D. Carr, MD, et al) at 5215 Old Highway 11 Suite 80 Hattiesburg MS 39402 (601)261-9899** to obtain and/or release information to/from _____
_____
for the purpose of __continuing care ___personal ___other_____.

Information to be Released/Obtained:
___Evaluation
___Discharge Summary
___Progress Notes
___Psychiatric and Other Mental Health records
___Alcohol/Drug Records
___Other (specify)_____

I understand that this agreement will remain active during my contract and cannot be renewed without my written consent. I understand that I may revoke this agreement at any time, except to the extent that action has been taken thereon, by delivering to PHN a written revocation. I understand I am entitled to receive a copy of this authorization.

I further authorize any person or entity to rely on a copy or facsimile of this Release, the original which shall remain in possession of PHN.

_____ _____
Date Participant Signature

_____
Witness

NOTE: This information has been disclosed to you from records, the confidentiality of which is protected by Federal Law. A general authorization for the release of medical or other information is not sufficient for this purpose. This release and authorization is specifically granted in compliance with 42 U.S.C. 290(dd-2) (Confidentiality of Records of the Identity, Diagnosis, Prognosis, and Treatment of Substance Abuse Patients) and 42 C.F.R. Part 2 (Regulations for confidentiality of Alcohol and Drug Abuse Patient Records). Pursuant to 45 C.F.R. 164.512(d), the Professionals Health Network is not a "Covered Entity" for the purpose of the Health Insurance Portability and Accountability Act of 1996 (HIPPA). The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

Section 6.13

The Medication Guide

Professionals Health Network, Inc

The Medication Guide

for a Safe Recovery

A guide to maintaining sobriety while receiving treatment for other health problems

Revision 1.4 -December 2012

Table of Contents

From the Authors

Welcome to the medication guide for a safe and sustained recovery. This document was developed through a collaborative effort between some of the best minds in addiction care today and will help you make wise decisions, ensuring that medications you may be prescribed and incidental exposure to alcohol do not threaten your hard won recovery.

This guide is divided into three sections and is based on the drug classification system developed nearly 20 years ago by Paul H. Earley, M.D. and later upon by Bruce Merkin, M.D. and his associates, then at Glenbeigh Hospital. This produced Revision 1.0 of the Guide, published in 2008. This is Revision 1.4 of the guide, it contains additional medications that have since been released. In this version and going forward, medications drug safety classifications are reordered from Class A (generally safe to take) to Class C (dangerous to recovery).

The guide itself is divided into three sections. **Section One** describes the categories of medications that one may encounter, divided into the three risk categories described above. **Section Two** is a list of liquid medications that do **not** contain alcohol. **Section Three** was developed by Greg Skipper, M.D., FASAM and provides a list of common household products that contain ethyl alcohol and could produce a false positive on testing for alcohol. Avoiding these products will decrease the likelihood you will absorb or ingest small quantities of alcohol that could sensitize your system and threaten recovery.

Please remember that this guide is only intended as a quick reference and never as a substitute for the advice of your own personal addiction medicine physician or addiction psychiatrist. It is essential that you inform all of your personal physicians, dentists and other health care providers of your chemical dependency history so that medications can be prescribed safely and appropriately when they are deemed necessary. Never discontinue or make any changes in the doses of medication that you may have been prescribed. Doing so may result in unexpected problems such as withdrawal reactions, which in some cases can be life-threatening. The bottom line is that a recovering addict or alcoholic needs to become a good consumer. Remember that regaining health and creating a meaningful life is your responsibility!

Bruce Merkin, M.D.
Gregory Skipper, M.D., FASAM
Paul H. Earley, M.D., FASAM

Guide to Section One

There are many types of medications that may present a hazard to a person beginning the journey of recovery from chemical dependency. These include prescription and over-the-counter medications. The danger is not always that a recovering addict may develop a new addiction (though this certainly can happen), but that one can be led back into dependence on their drug of choice. The latest scientific research has proven that all the dependence-producing drugs act on the brain in the same way to produce addiction, despite having different effects or a different kind of "high" when taken.

In addition, if urine drug screening is part of the recovering person's continuing treatment program, use of many types of medications can result in falsely positive tests for the more highly addictive classes of drugs, resulting in negative consequences. Therefore, it is very important for a recovering person to learn about the different types of medications and drugs, as well as which ones present a special risk to continuing recovery and sobriety. The commonly available medications and drugs are divided into three classes – A, B and C – to indicate three increasing levels of risk.

Class A medications are generally safe from the point of view of addiction recovery. However, overuse of any medication, even the common over-the-counter remedies, can result in unwanted side effects. People who have struggled with drug addiction or alcoholism must remain aware of the tendency to look for external solutions for internal problems and should avoid taking any of these medications on their own in order to medicate emotions and feelings. The tools of recovery, including participation at 12-Step fellowship meetings, working the Steps, or talking with a sponsor, counselor or doctor, provide safe and healthy ways to deal with the strong feelings that can come up at any time in early sobriety.

The medications in **Class B** are also potentially dangerous, especially when taken by recovering persons without the guidance of a physician or another health care professional. However, under certain circumstances, the Class B group can be taken safely under a physician's care. We strongly urge you to have an addiction medicine specialist follow your treatment when you are prescribed these medications.

Class C drugs must be avoided if at all possible, as they are well known to produce addiction and are the most dangerous of all. Only under very unusual conditions can Class A drugs be taken by a recovering addict or alcoholic, and only when given by a physician or dentist and with the consent of the addiction medicine physician that follows your care. These exceptional circumstances can include severe illness and injuries, including major surgery, car accidents and other trauma, and tests or procedures that can only be done under sedation or anesthesia. Medication treatments for certain psychiatric conditions are in this category as are medications used for drug detoxification. The street names for relevant drugs are also included in Class A.

The three classes of medications that appear on the following pages include both the brand name (i.e. "Valium"), as well as the generic name (i.e. "diazepam"), as the majority of prescription bottles are labeled with the generic name. On the following pages, look for the brand name listed first, followed by the (generic name) in parentheses. For street drugs, the common name is listed first, and the chemical name or street name is in parentheses. For each drug group in Class A and B, there is also a brief explanation of the dangers associated with taking the medication or street drug.

Alzheimer's Disease & Memory Loss:

Aricept (donepezil)
Exelon (rivastigmine)
Namenda (memantine)
Razadyne (galantamine)

Analgesics (Migraine):

Amerge (naratriptan)
Axert (almotriptan)
Frova (frovatriptan)
Imitrex (sumatriptan)
Maxalt (rizatriptan)
Relpax (eletriptan)
Zomig (zolmitriptan)

Analgesics (Other):

Tylenol (acetaminophen) OTC

Anti-Convulsants (Also Mood Stabilizers):

Carbatrol (carbamazepine)
Depakote (divalproex sodium)
Dilantin (phenytoin)
Keppra (levetiracetam)
Lamictal (lamotrigine)
Neurontin (gabapentin)
Tegretol (carbamazepine)
Topamax (topiramate)
Trileptal (oxcarbazepine)
Zonegran (zonisamide)

Antihistamines (Non-sedating):

Alavert (loratadine) OTC
Allegra (fexofenadine)
Clarinex (desloratadine)
Claritin (loratadine) OTC
Zyrtec (cetirizine)

Antibiotics/Antivirals:

Amoxil (amoxicillin)
Augmentin (amoxicillin/clavulanate)
Avelox (moxifloxacin)
Bactrim (sulfamethoxazole/trimethoprim)
Biaxin (clarithromycin)
Ceclor (cefiacor)
Ceftin (cefuroxime)
Cefzil (cefprozil)
Cipro (ciprofloxacin)
Cleocin (clindamycin)
Diflucan (fluconazole)
Doryx (doxycycline)
Duricef (cefadroxil)
E-Mycin (erythromycin)
Flagyl (metronidazole)
Keflex (cephalexin)
Ketek (telithromycin)
Levaquin (levofloxain)
Lorabid (loracarbef)
Macrobid (nitrofurantoin monohydrate/macrocrystals)
Macrodantin (nitrofurantoin macrocrystals)
Minocin (minocycline)
Omnicef (cefdinir)
Pen-Vee K (penicillin)
Relenza (zanamavir)
Sporanox (itraconazole)
Sumycin (tetracycline)
Tamiflu (oseltamavir)
Tequin (gatifloxacin)
Valtrex (valacyclovir)
Vantin (cefpodoxime)
Vibramycin (doxycycline)
Zithromax (azithromycin)
Zovirax (acyclovir)

Anti-Parkinsonians:

Mirapex (pramipexole)
Requip (ropinirole)
Sinemet (carbidopa/levodopa)

Antitussives/Expectorants:

Humibid LA (guaifenesin/potassium guaiacolsulfonate)
Mucinex (guaifenesin) OTC
Tessalon Perles (benzonatate)

Asthma/COPD/Pulmonary:

Accolate (zafirlukast)
Atrovent (ipratropium)
Combivent (albuterol/ipratropium)
Proventil/Ventolin (albuterol)
Singulair (montelukast)
Spiriva (tiotropium)
Theo-24 (theophylline)
Xopenex (levalbuterol)

Benign Prostatic Hypertrophy (Also Cardiovascular):

Cardura (doxazosin)
Flomax (tamsulosin)
Hytrin (terazosin)
Proscar (finasteride)

Cardiovascular (Antihypertensives, Anticoagulants, Antiplatelets, Cholesterol Lowering, Diuretics):

Accupril (quinapril)
Aldactone (spironolactone)
Altace (ramipril)
Aspirin
Atacand (candesartan)
Avalide (irbesartan/hydrochlorothiazide)
Avapro (irbesartan)
Benicar (olmesartan)
Betapace (sotalol)
Bumex (bumetadine)
Calan (verapamil)
Cardizem (diltiazem)
Coreg (carvedilol)
Coumadin (warfarin)
Cozaar (losartan)
Crestor (rosuvastatin)
Demadex (torsemide)
Diovan (valsartan)
Dyazide (hydrochlorothiazide/triamterene)
Heparin
Hydrodiuril (hydrochlorothiazide)
Hyzaar (losartan/hydrochlorothiazide)
Imdur (isosorbide mononitrate)
Inderal (propranolol)
Isordil (isosorbide dinitrate)
Lanoxin (digoxin)
Lasix (furosemide)
Lipitor (atorvastatin)
Lopid (gemfibrozil)
Lopressor (metoprolol)
Lotensin (benazepril)
Lotrel (amlopidine/benazepril)
Lovenox (enoxaparin)
Monopril (fosinopril)
Niaspan (Niacin)
Nitro-Bid (nitroglycerin)
Norvasc (amlopidine)
Plavix (clopidogrel)
Pravachol (pravastatin)
Prinivil (lisinopril)
Sular (nisoldipine)
Tenormin (atenolol)
Tricor (fenofibrate)
Vasotec (enalapril)
Vytorin (ezetimibe/simvastatin)
Zestril (lisinopril)
Zetia (ezetimibe)
Zocor (simvastatin)

Diabetes Mellitus:

Actos (pioglitazone)
Amaryl (glimepiride)
Avandia (rosiglitazone)
Diabeta (glyburide)
Glucophage (metformin)
Glucotrol (glipizide)
Humalog (insulin lispro)
Humulin L,N,R,U (insulin)
Lantus (insulin glargine)
Novolin 70/30, N or R (insulin)
Novolog (insulin aspart)

Erectile Dysfunction:

Cialis (tadalafil)
Levitra (vardenafil)
Viagra (sildenafil)

Gastrointestinal (Antacids, Anti-diarrheals, Anti-Spasmosdics, Anti-Ulcers, Constipation, Nausea/Vomiting):

Aciphex (rabeprazole)
Bentyl (dicyclomine)
Colace (docusate sodium) OTC
Emetrol (phosphorylated carbohydrate) OTC
Imodium (loperamide) OTC
Kaopectate (bismuth subsalicylate) OTC
Maalox OTC
Mylanta OTC
Nexium (esomeprazole)
Pepcid (famotidine) OTC
Pepto-Bismol (bismuth subsalicylate) OTC
Prevacid (lansoprazole)
Prilosec (omeprazole) OTC
Protonix (pantoprazole)
Reglan (metoclopramide)
Simethicone OTC
Tums OTC
Zantac (ranitidine) OTC

Genitourinary:

Detrol (tolterodine)
Ditropan (oxybutinin)

Glaucoma:

Alphagan P (brimonidine)
Azopt (brinzolamide)
Cosopt (dorzolamide/timolol)
Lumigan (bimatoprost)
Timoptic (timolol)
Travatan (travoprost)
Trusopt (dorzolamide)
Xalatan (latanoprost)

Gout:

Zyloprim (allopurinol)

Nasal Sprays:

Atrovent (ipratropium)
Ayr (saline) OTC
HuMist (saline) OTC
NaSal (saline) OTC
NasalCrom (cromolyn) OTC
Ocean Spray (saline) OTC

Non-Steroidal Anti-Inflammatory Drugs:

Advil (ibuprofen) OTC
Aleve (naproxen) OTC
Anaprox (naproxen)
Cataflam (diclofenac potassium)
Daypro (oxaprozin)
Indocin (indomethacin)
Lodine (etodolac)
Mobic (meloxicam)
Motrin (ibuprofen) OTC
Naprosyn (naproxen)
Orudis (ketoprofen)
Relafen (nabumetone)
Toradol (ketorlac)
Voltaren (diclofenac sodium)

COX-2 inhibitors:

Celebrex (celecoxib)

Osteoporosis (Calcium Metabolism):

Actonel (risedronate)
Boniva (ibandronate)
Evista (raloxifene)
Fosamax (alendronate)

Psychotropics:

Abilify (aripiprazole)
Buspar (buspirone)
Celexa (citalopram)
Clozaril (clozapine)
Cymbalta (duloxetine)
Depakote (divalproex sodium)
Serzone (nefazodone)
Sinequan (doxepin)
Eskalith (lithium)
Geodon (ziprasidone)
Haldol (haldoperidol)
Lexapro (escitalopram)
Luvox (fluvoxamine)
Pamelor (nortriptyline)
Paxil (paroxetine)
Prozac (fluoxetine)
Remeron (mirtazapine)
Risperdal (risperidone)
Desyrel (trazodone)
Effexor (venlafaxine)
Elavil (amitriptyline)
Strattera (atomoxetine)
Wellbutrin (bupropion)
Zoloft (sertraline)
Zyprexa (olanzapine)

See the note in Class B Psychotropics for additional information about Seroquel (quetiapine).

Sleep Aid:

Rozerem (ramelteon)

Thyroid:

Armour thyroid (thyroid desiccated)
Levothroid (levothyroxine)
Levoxyl (levothyroxine)
Synthroid (levothyroxine)

Addiction Treatments:

NOTE: Although the medications listed in this *Addiction Treatments* section are specifically intended to be taken for medication-assisted treatment or relapse prevention for one or more drugs. Two of these medications may be habit-forming or addictive themselves and should therefore be used cautiously in recovering individuals. Their proper use in the context of a recovery program requires monitoring by a health care professional, and it is for this reason that we place them in Class B.

Antabuse (disulfiram)
Campral (acamprosate)
Catapres (clonidine)
Chantix (varenicline)
Subutex (buprenorphine)
Revia (naltrexone)
Symmetrel (amantadine)
Zyban (bupropion)
Suboxone (buprenorphine/naloxone)

Naltrexone may precipitate intense withdrawal symptoms in patients addicted to opiates. Clonidine acts via autoreceptors in the locus coeruleus to suppress adrenergic hyperactivity there that is involved in the expression of the opioid withdrawal syndrome. Disulfiram is dangerous if taken with alcohol. Amantadine can cause decreased mental alertness or altered coordination. Chantix and Zyban are medications to help with nicotine (cigarettes, cigars, chewing tobacco, snuff) addiction.

A special mention should be made about the drugs Suboxone and Subutex. These medications are used for medication-assisted treatment and are effective in caring for opioid dependence. However they are not always used opioid addiction treatment. Their use must be carefully monitored by an addiction medicine specialist.

Cough and Cold Preparations:

Antihistamines (Sedating)

Atarax (hydroxyzine hydrochloride)
Benadryl (diphenhydramine) OTC
Chlor-Trimeton (chlorpheniramine) OTC
Dimetane (brompheniramine) OTC
Efidac (chlorpheniramine) OTC
Periactin (cyproheptadine)
Polarmine (dexchlorpheniramine)
Tavist (clemastine) OTC
Teldrin (chlorpheniramine) OTC
Vistaril (hydroxyzine pamoate)

Sedating antihistamines should be used with caution because they have the potential to alter judgment and cause fatigue or sedation.

Antitussives/Expectorants

Benylin Cough (dextromethorphan) OTC
Comtrex (dextromethorphan) OTC
Contac (dextromethorphan) OTC
Delsym (dextromethorphan) OTC
Mucinex DM (dextromethorphan/guaifenesin) OTC
Nyquil (dextromethorphan/alcohol) OTC
Phenergan DM (promethazine/dextromethorphan)
Robitussin DM (dextromethorphan/guaifenesin)
Vicks Formula 44D (dextromethorphan) OTC

Any preparation containing dextromethorphan should be used with caution because dextromethorphan acts on opioid receptors in the brain. Respiratory depression and perceptual distortions can also be seen in those people taking large doses.

Decongestants (Many are Combination Products)

Actifed (pseudoephedrine/triprolidine) OTC
AH-chew D (phenylephrine) OTC
Alavert D (loratadine/pseudoephedrine) OTC
Allegra D (fexofenadine/pseudoephedrine)
Benzedrex Nasal Inhaler (propylhexamine) OTC
Bromfed (phenylephrine/brompheniramine)
Bromfed DM (pseudoephedrine/ brompheniramine/dextromethorphan)
Cardec DM (pseudoephedrine/ carbinoxamine/dextromethorphan)
Clarinex D (desloratadine/pseudoephedrine)
Claritin D (loratadine/pseudoephedrine) OTC
Deconamine SR (pseudoephedrine/ chlorpheniramine) OTC
Dimetapp (pseudoephedrine/brompheniramine)OTC
Duratuss (pseudoephedrine/guaifenesin)
Entex LA (phenylephrine/guaifenesin)
Entex PSE (pseudoephedrine/guaifenesin)
Humibid DM (pseudoephedrine/ dextromethorphan/ potassium guaiacolsulfonate)
Mucinex D (pseudoephedrine/guaifenesin) OTC
Nalex-A (phenylephrine) OTC
Novafed (pseudoephedrine) OTC
Profen (pseudoephedrine) OTC
Prolex-D (phenylephrine) OTC
R-Tannate Pediatric (phenylephrine/ chlorpheniramine/pyrilamine)
Rondec (phenylephrine/chlorpheniramine)
Rondec DM (phenylephrine/chlorpheniramine/ dextromethorphan)
Rynatan-S (phenylephrine/chlorpheniramine/ pyrilamine)
Semprex-D (pseudoephedrine/acrivastine)
Sinutuss DM (phenylephrine) OTC
Sudafed (pseudoephedrine) OTC
Tussafed-EX (phenylephrine) OTC
Zyrtec D (cetirizine/pseudoephedrine)

Decongestants should be used with caution because they are stimulating and can trigger relapse.

Psychotropics

Seroquel (quetiapine)

Many addiction medicine practioners have noticed that some addicted individuals tend to over-use or even abuse Seroquel (quetiapine). Others seem to take the medication without problems. Therefore, we have placed this medication on in Class B.

Nasal Sprays

Afrin (oxymetazoline) OTC
Astelin (azelastine)
Dristan (oxymetazoline) OTC
Flonase (fluticasone)
Nasacort AQ or HFA (triamcinolone)
Nasonex (mometasone)
Neo-synephrine (phenylephrine) OTC
Nostrilla (oxymetazoline) OTC
Rhinocort Aqua (budesonide)
Vicks Nasal Inhaler (desoxyephedrine) OTC
Vicks Sinex (phenylephrine) OTC
4-Way Nasal Spray (phenylephrine) OTC

All OTC nasal sprays should be used for a short period of time. If used for a long period of time symptoms may worsen. Use for a maximum of 5 days. Intranasal corticosteroids (non-OTC) may cause a reduction in growth velocity in pediatric patients.

Muscle Relaxants:

Flexeril (cyclobenzaprine)
Norflex (orphenadrine)
Parafon Forte (chlorzoxazone)
Robaxin (methocarbamol)
Skelaxin (metaxalone)
Zanaflex (tizanidine)

Muscle relaxants can cause central nervous system depression (sedation, dizziness), which may impair physical or mental abilities.

Neuropathic Pain:

Lyrica (pregabalin)

Lyrica acts in the central nervous system as a depressant and can lead to withdrawal symptoms upon discontinuation. It also produces euphoria in certain individuals and therefore should be used with caution.

Sleep Aids:

Excedrin PM (diphenhydramine) OTC
Nytol (diphenhydramine) OTC
Sleep-eze (diphenhydramine) OTC
Sominex (diphenhydramine) OTC
Tylenol PM (diphenhydramine/acetaminophen) OTC
Unisom (diphenhydramine) OTC

Sleep aids act in the central nervous system and can alter judgement and cause sedation. In general addiction medicine physicians prefer known prescription agents that help with sleep and do not increase the probability of relapse.

Others:

Asthma

Primatene Mist (epinephrine) OTC

Primatene Mist can cause nervousness, restlessness, sleeplessness, palpitations, tachycardia, chest pain, muscle tremors, dizziness and flushing.

Catabolic Steroids

Decadron (dexamethasone)
Deltasone (prednisone)
Medrol (methylprednisolone)

It is important to take steroids exactly as directed. If catabolic steroids are used for a long time, you may need to taper

Alcohol:

Ale
Beer (including "non-alcoholic" forms)
Brandy
Liqueur
Malt Beverage
Whiskey
Wine
Wine Cooler

Alcohol consumption reduces social inhibitions and produces pleasure and a sense of well-being. It is a stimulant (raises blood pressure and heart rate) and a depressant. Alcohol affects the brain's reward pathways and appears to be related to interactions with dopamine, GABA, serotonin, opioid and NMDA neurotransmitter systems. The "non-alcohol" or "NA" forms of beer should not be consumed because there is a small amount of alcohol present and research shows that smell may be enough to trigger cravings and a subsequent relapse among certain alcoholics. Please note that there is a variety of cough and cold preparations that contain alcohol and that medications which can be taken in tablet form will not contain ethyl alcohol. Certain topical products, soft-gels and capsules contain ethyl alcohol and should be avoided. Please refer to the table at the end of the document for a list of alcohol-containing products to avoid.

Antitussives/Expectorants:

Ambenyl (codeine/bromodiphenhydramine)
Duratuss HD (hydrocodone/dextromethorphan)
Guiatuss (codeine/pseudoephedrine/guaifenesin)
Hycodan Tablets (hydrocodone/homatropine)
Hycodan Syrup (hydrocodone/homatropine)
Hycomine (hydrocodone/chlorpheniramine/ phenylephrine/acetaminophen/caffeine)
Hycotuss (hydrocodone/guaifenesin)
Hydromet (hydrocodone/homatropine)
Mytussin (codeine/pseudoephedrine/guaifenesin)
Nucofed (codeine/pseudoephedrine/guaifenesin)
Phenergan with Codeine (codeine/promethazine)
Robitussin AC (codeine/guaifenesin)
Tussionex PennKinetic (hydrocodone/chlorpheniramine)
Vicodin Tuss (hydrocodone/guaifenesin)

Any cough medications containing narcotics such as codeine or hydrocodone should not be used. These medications bind to opiate receptors in the central nervous system, altering the perception of and response to pain and produce generalized central nervous system depression and may alter mood or cause sedation.

Barbiturates:

Amytal (amobarbital)
Barbita (phenobarbital)
Butisol (butabarbital)
Donnatal (phenobarbital/atropine/hyoscyamine/ scopolamine)
Esgic (acetaminophen/butalbital/caffeine)
Fioricet (butalbital/acetaminophen/caffeine)
Fiorinal (butalbital/aspirin/ caffeine)
Nembutal (pentobarbital)
Seconal (secobarbital)

These medications can produce central nervous system depression ranging from mild (sedation) to hypnotic (sleep induction). As the dose is increased, coma and death can occur. These medications can also lead to an unusual excitatory response in some people.

Class C Drugs
High Risk of Triggering Relapse

Benzodiazepines:

Ativan (lorazepam)
Centrax (prazepam)
Dalmane (flurazepam)
Doral (quazepam)
Halcion (triazolam)
Klonopin (clonazepam)
Librium (chlordiazepoxide)
Restoril (temazepam)
Serax (oxazepam)
Tranxene (chlorazepate)
Valium (diazepam)
Versed (midazolam)
Xanax (alprazolam)

These medications can produce an immediate change in mood or affect and can cause central nervous system depression (dose related) resulting in sedation, dizziness, confusion or ataxia, which may impair physical and mental capabilities. Abrupt discontinuation or a large decrease in dose can lead to seizures, coma or death.

Hallucinogens:

Cannabis (grass, green marijuana, pot, weed)
DMT (dimethyltryptamine)
Ketamine (special K)
LSD (acid, blotter, paper, sunshine, window pane)
Marinol (dronabinol)
MDMA (E, eckies, ecstasy, love drug, X, XTC)
Mescaline (peyote)
PCP (angel dust, phencyclidine)
Psilocybin (magic mushroom, 'shrooms)
2-CB
5-MeO-DIPT (foxy methoxy)
STP (DOM)

Hallucinogens act in the central nervous system. Using these substances can possibly lead to memory disturbances, psychosis and vivid hallucinations. Marinol is the psychoactive substance in marijuana and may cause withdrawal symptoms if stopped suddenly.

Inhalants:

Aerosols (hair sprays, deodorants)
Airplane Glue
Amyl Nitrate (poppers)
Butyl Nitrate (room deodorizer)
Gases (ether, chloroform, nitrous oxide, butane lighters, propane tanks, whipped cream dispensers)
Nail Polish Remover (acetone)
Paint (butane, propane, toluene)
Solvents (paint thinner, gasoline, glue, correction fluid, felt tip marker)
Varnish (xylene, toluene)

Inhalants are central nervous system depressants. Use of inhalants can cause sedation and loss of inhibitions, possibly leading to liver, kidney, nerve, heart, brain, throat, nasal and lung damage up to and including coma and death.

Opioids:

Actiq (fentanyl oral transmucosal)
Buprenex (buprenorphine)
Combunox (oxycodone/ibuprofen)
Darvocet (propoxyphene napsylate/acetaminophen)
Darvon (propoxyphene hydrochloride)
Demerol (meperidine)
Dilaudid (hydromorphone)
Dolophine (methadone)
Duragesic (fentanyl transdermal)
Endocet (oxycodone/acetaminophen)
Heroin (down, H, horse, smack)
Kadian (morphine sulfate)
Lorcet (hydrocodone/acetaminophen)
Lortab (hydrocodone/acetaminophen)
Methadose (methadone)
MS Contin (morphine sulfate)
Norco (hydrocodone/acetaminophen)
Nubain (nalbuphine HCl)
OxyContin (oxycodone)
OxyIR (oxycodone)
Percocet (oxycodone/acetaminophen)
Percodan (oxycodone/aspirin)
Roxanol (morphine sulfate)
Roxicet (oxycodone/acetaminophen)
Roxicodone (oxycodone)
Soma Compound with Codeine (codeine/carisoprodol/aspirin)
Stadol (butorphanol)
Suboxone (buprenorphine/naloxone)
Subutex (buprenorphine)
Talacen (pentazocine/acetaminophen)
Talwin (pentazocine lactate)
Tylenol #2, #3 or #4 (codeine/acetaminophen)
Ultram (tramadol)
Vicodin (hydrocodone/acetaminophen)

Opioids bind to opiate receptors in the central nervous system causing inhibition of ascending pain pathways and altering the perception of and response to pain. Generalized central nervous system depression is also produced. Tolerance or drug dependence may result from extended use. Buprenorphine binds to mu receptors in the brain leading to a suppression of withdrawal and cravings but also feeling of euphoria. Most of the drugs in this class have the potential for drug dependency and abrupt cessation may precipitate withdrawal.

Gastrointestinal (Anti-Diarrheals):

Lomotil (atropine/diphenoxylate)
Motofen (atropine/difenoxin)

Diphenoxylate is a member of the opioid class of drugs. Atropine is added to discourage abuse for recreational purposes. At recommended doses, the atropine causes no effects but in larger doses, unpleasant symptoms are experienced. These medications should not be used because high doses may cause physical and psychological dependence with prolonged use.

Other Central Nervous System Depressants:

GHB (G, gamma-hydroxybutyrate, everclear)

This category depresses the central nervous system possibly leading to confusion, psychosis, paranoia, hallucinations, agitation, depression, seizures, respiratory depression, decreases in level of consciousness, coma and death.

Other Sedative-Hypnotics:

Ambien (zolpidem)
Doriden (glutethimide)
Librax (chlordiazepoxide/clidinium)
Lunesta (eszopiclone)
Midrin (acetaminophen/dichloralphenazone/ isometheptene)
Miltown (meprobamate)
Noctec (chloral hydrate)
Placidyl (ethchlorvynol)
Quaalude, Sopor (methaqualone)
Soma (carisoprodol)
Soma Compound (carisoprodol/aspirin)
Sonata (zaleplon)

These drugs act on the central nervous system and have the potential for drug dependency and abuse. Withdrawal symptoms can be seen if stopped suddenly.

Stimulants:

Adderall (amphetamine/dextroamphetamine)
Adipex-P (phentermine)
Cocaine (blow, coke, crack, rock, snow, white)
Concerta (methylphenidate)
Cylert (pemoline)
Dexedrine (dextroamphetamine)
Fastin (phentermine)
Focalin (dexmethylphenidate)
Meridia (sibutramine)
Metadate (methylphenidate)
Methamphetamine (crank, crystal meth, glass, ice, speed)
Methylin (methylphenidate)
Preludin (phenmetrazine)
Ritalin (methylphenidate)
Tenuate (diethylpropion)

Stimulants cause physical and psychological addiction, impair memory and learning, hearing and seeing, speed of information processing, and problem-solving ability.

Guide to Section Two

When you need to take medications in a liquid form or are choosing medications to keep in your home for others, it is safest to select medications that do not contain alcohol. Many experts in the field have heard stories about patients in recovery who "took their child's liquid decongestant late at night" when they could not sleep due to cold symptoms. Prepare ahead for such events by purchasing medications for the household that do not contain alcohol.

It is surprising how many over-the-counter remedies and even "natural remedies" that contain alcohol. Clinical experience has shown that individuals recovering from addiction are at times subtly triggered by even small amounts of alcohol.

The list is not comprehensive. Manufacturers change product ingredients and brand names frequently. Always check product labeling for definitive information on specific ingredients. Manufacturers are listed after each product name. Please note that some of these medications, while alcohol-free, do contain compounds with addiction liability and are thus Class B medications. Such products are preceded by an asterisk (*).

Choose from this list whenever possible. If you are not sure, read the label!

Alcohol-Free Products

Analgesics:

Acetaminophen Infants Drops	**Ivax**
Actamin Maximum Strength Liquid (acetaminophen)	**Cypress**
Addaprin Tablet (ibuprofen)	**Dover**
Advil Children's Suspension (ibuprofen)	**Wyeth Consumer**
Aminofen Tablet (acetaminophen)	**Dover**
Aminofen Max Tablet (acetaminophen)	**Dover**
APAP Elixir (acetaminophen)	**Bio-Pharm**
Aspirtab Tablet (aspirin)	**Dover**
Genapap Children Elixir (acetaminophen)	**Ivax**
Genapap Infant's Drops (acetaminophen)	**Ivax**
Motrin Children's Suspension (ibuprofen)	**McNeil Consumer**
Motrin Infants' Suspension (ibuprofen)	**McNeil Consumer**
Silapap Children's Elixir (acetaminophen)	**Silarx**
Silapap Infant's Drops (acetaminophen)	**Silarx**
Tylenol Children's Suspension (acetaminophen)	**McNeil Consumer**
Tylenol Extra Strength Solution (acetaminophen)	**McNeil Consumer**
Tylenol Infant's Drops (acetaminophen)	**McNeil Consumer**
Tylenol Infant's Suspension (acetaminophen)	**McNeil Consumer**

Anti-Asthmatic Agents:

Dilor-G Liquid (guaifenesin/dyphylline)	**Savage**
Elixophyllin-GG liquid (guaifenesin/theophylline)	**Forest**

Anti-Convulsants:

Zarontin Syrup (Ethosuximide)	**Pfizer**

Antiviral Agents:

Epivir Oral Solution (Lamivudine)	**GlaxoSmithKline**

Cough/Cold/Allergy Preparations:

***Accuhist Pediatric Drops** (brompheniramine/pseudoephedrine)	**Propst**
***Alka Seltzer Plus Day Cold** (acetaminophen, dextromethorphan, phenylephrine)	**Bayer**

Cough/Cold/Allergy Preparations (cont):

*Alka Seltzer Plus Night Cold (acetaminophen, dextromethorphan, phenylephrine, chlorpheniramine, doxylamine)	Bayer
*Allergy Relief Medicine Children's Elixir (diphenhydramine)	Hi-Tech Pharmacal
*Andehist DM Drops (carbinoxamine/ dextromethorphan)	Cypress
*Andehist DM Syrup (carbinoxamine/ dextromethorphan)	Cypress
*Andehist DM NR Liquid (carbinoxamine/dextromethorphan/pseudoephedrine)	Cypress
*Andehist DM NR Syrup (carbinoxamine/dextromethorphan/pseudoephedrine)	Cypress
*Andehist NR Syrup (carbinoxamine/pseudoephedrine)	Cypress
*Bayer Alka Seltzer Plus Cold & Cough (acetaminophen, dextromethrophan, phenylephrine, chlorpheniramine)	Bayer
*Benadryl Allergy Solution (diphenhydramine)	Pfizer Consumer
*Biodec DM Drops (carbinoxamine/dextromethorphan/pseudoephedrine)	Bio-Pharm
*Biodec DM Syrup (carbinoxamine/dextromethorphan/pseudoephedrine)	Bio-Pharm
*Broncotron Liquid (pseudoephedrine)	Seyer Pharmatec
*Buckleys Mixture, (dextromethorphan)	Novartis
Carbatuss Liquid (phenylephrine/guaifenesin)	GM
Cepacol Sore Throat Liquid (benzocaine)	J.B. Williams
*Children's Benadryl Allergy, (diphenhydramine)	Pfizer
*Chlor-Trimeton Allergy Syrup (chlorpheniramine)	Schering Plough
*Codal-DM Syrup (dextromethorphan/phenylephrine/pyrilamine)	Cypress
*Creomulsion Complete Syrup (chlorpheniramine/pseudoephedrine/dextromethorphan)	Summit Industries
*Creomulsion Cough Syrup (dextromethorphan)	Summit Industries
*Creomulsion For Children Syrup (dextromethorphan)	Summit Industries
*Creomulsion Pediatric Syrup (chlorpheniramine/pseudoephedrine/dextromethorphan)	Summit Industries
*Delsym Cough Suppressant (dextromethorphan)	Cell Tech
*Despec Liquid (chlorpheniramine/pseudoephedrine/dextromethorphan/guaifenesin/ phenylephrine)	International Ethical
*Diabetic Tussin Allergy Relief Liquid (chlorpheniramine)	Healthcare Products
*Diabetic Tussin DM Liquid (guaifenesin/dextromethorphan)	Healthcare Products
*Diabetic Tussin DM Maximum Strength Liquid (guaifenesin/dextromethorphan)	Healthcare Products
*Diabetic Tussin DM Maximum Strength Capsule (guaifenesin/dextromethorphan)	Healthcare Products
Diabetic Tussin EX Liquid (guaifenesin)	Healthcare Products
*Diabetic Tussin Nighttime Formula Cold/Flu Relief (dextromethrophan, acetaminophen, diphenhydramine)	Healthcare Products
*Dimetapp Cold & Fever Children's Suspension (ibuprofen/pseudoephedrine)	Wyeth Consumer
*Double-Tussin DM Liquid (guaifenesin/dextromethorphan)	Reese
*Dynatuss Syrup (carbinoxamine/pseudoephedrine/dextromethorphan)	Breckenridge
*Dynatuss EX Syrup (guaifenesin/dextromethorphan/pseudoephedrine)	Breckenridge
*Entex Syrup (phenylephrine/guaifenesin)	Andrx

Cough/Cold/Allergy Preparations (cont):

*Father John's Medicine Plus Drops (chlorpheniramine/ phenylephrine/ dextromethorphan/ guaifenesin/ammonium chloride)	Oakhurst
*Friallergia DM Liquid (brompheniramine/pseudoephedrine/dextromethorphan)	R.I.D.
*Friallergia Liquid (brompheniramine/pseudoephedrine)	R.I.D.
*Gani-Tuss-DM NR Liquid (guaifenesin/dextromethorphan)	Cypress
*Genahist Elixir (diphenhydramine)	Ivax
*Giltuss Pediatric Liquid (guaifenesin/dextromethorphan/pseudoephedrine)	Gil
*Giltuss Liquid (guaifenesin/dextromethorphan/pseudoephedrine)	Gil
*Guaicon DMS Liquid (guaifenesin/dextromethorphan)	Textilease Medique
*Guai-Dex Liquid (guaifenesin/dextromethorphan)	Alphagen
*Guaifed Syrup (phenylephrine/pseudoephedrine/guaifenesin)	Muro
*Hayfebrol Liquid (chlorpheniramine/pseudoephedrine)	Scot-Tussin
*Histex Liquid (chlorpheniramine/pseudoephedrine)	TEAMM
Histex PD Drops (carbinoxamine)	TEAMM
Histex PD Liquid (carbinoxamine)	TEAMM
*Hydramine Elixir(diphenhydramine)	Ivax
*Hydro-Tussin DM Elixir (guaifenesin/dextromethorphan)	
*Kita La Tos Liquid (guaifenesin/dextromethorphan)	R.I.D.
*Lodrane Liquid (brompheniramine/pseudoephedrine)	ECR
*Medi-Brom Elixir (brompheniramine/pseudoephedrine/dextromethorphan)	Medicine Shoppe
*Motrin Cold Children's Suspension (ibuprofen/pseudoephedrine)	McNeil Consumer
*Nalex-A Liquid (chlorpheniramine/phenylephrine)	Blansett Pharmacal
*Nalspan Senior DX Liquid (guaifenesin/dextromethorphan)	Morton Grove
*Neotuss-D Liquid (chlorpheniramine/pseudoephedrine/dextromethorphan/guaifenesin)	A.G. Marin
*Norel DM Liquid (chlorpheniramine/phenylephrine/ dextromethorphan)	U.S. Pharmaceutical
Orgadin Liquid (guaifenesin)	American Generics
Organidin NR Liquid (guaifenesin)	Wallace
*Palgic-DS Syrup (carbinoxamine/pseudoephedrine)	Pamlab
*Panmist DM Syrup (guaifenesin/dextromethorphan/pseudoephedrine)	Pamlab
*Panmist-S Syrup (guaifenesin/pseudoephedrine)	Pamlab
*PediaCare Cold + Allergy Children's Liquid (chlorpheniramine/pseudoephedrine)	Pharmacia
*PediaCare Cough + Cold Children's Liquid (chlorpheniramine/ pseudoephedrine/ dextromethorphan)	Pharmacia
*PediaCare Nightrest Liquid (chlorpheniramine/pseudoephedrine/dextromethorphan)	Pharmacia
*Pediahist DM Syrup (brompheniramine/pseudoephedrine/dextromethorphan/guaifenesin)	Boca
*Pedia-Relief Liquid (chlorpheniramine/pseudoephedrine/dextromethorphan)	Major
Pediatex Liquid (carbinoxamine)	Zyber
*Pediatex-D Liquid (carbinoxamine/pseudoephedrine)	Zyber
Phanasin Syrup (guaifenesin)	Pharmakon

Cough/Cold/Allergy Preparations (cont):

Phanatuss Syrup (guaifenesin)	Pharmakon
***Phena-S Liquid** (chlorpheniramine/phenylephrine)	GM
***Poly-Tussin DM Syrup** (chlorpheniramine/phenylephrine/dextromethorphan)	Poly
***Primsol Solution**(trimethoprim)	Medicis
***Prolex DM Liquid** (guaifenesin/dextromethorphan)	Blansett Pharmacal
***Quintex Syrup** (phenylephrine/guaifenesin)	Qualitest
***Robitussin Cough & Congestion Liquid** (chlorpheniramine/pseudoephedrine/ dextromethorphan/guaifenesin/acetaminophen)	Wyeth Consumer
***Robitussin Cough & Cold Nightime** (chlorpheniramine, dextromethorphan, phenylephrine)	Wyeth
***Robitussin Cough & Allergy** (chlorpheniramine, dextromethorphan, phenylephrine	Wyeth
***Robitussin Cough & Cold CF** (dextromethorphan, guaifenesin, phenylephrine)	Wyeth
***Robtiussin Cold & Flu Nightime** (acetaminophen, chlorpheniramine, dextromethorphan, phenylephrine)	Wyeth
***Robitussin DM Liquid** (guaifenesin/dextromethorphan)	Wyeth Consumer
***Robitussin PE Syrup** (pseudoephedrine/guaifenesin)	Wyeth Consumer
***Robitussin Pediatric Drops** (guaifenesin/dextromethorphan/pseudoephedrine)	Wyeth Consumer
***Robitussin Pediatric Night Relief Liquid** (chlorpheniramine/dextromethorphan/ pseudoephedrine)	Wyeth Consumer
***Scot-Tussin Allergy Relief Formula Liquid** (diphenhydramine)	Scot-Tussin
***Scot-Tussin DM Liquid** (chlorpheniramine/dextromethorphan/guaifenesin)	Scot-Tussin
***Scot-Tussin Expectorant Liquid** (guaifenesin)	Scot-Tussin
***Scot-Tussin Original Syrup** (phenylephrine)	Scot-Tussin
***Scot-Tussin Senior Liquid** (guaifenesin/dextromethorphan)	Scot-Tussin
***Sildec Liquid** (brompheniramine/pseudoephedrine/carbinoxamine)	Silarx
***Sildec Syrup** (brompheniramine/pseudoephedrine/carbinoxamine)	Silarx
***Sildec-DM Drops** (brompheniramine/pseudoephedrine/carbinoxamine/dextromethorphan)	Silarx
***Sildec-DM Syrup** (brompheniramine/pseudoephedrine/ carbinoxamine/dextromethorphan)	Silarx
Siltussin DAS Liquid (guaifenesin)	Silarx
***Siltussin DM Syrup** (guaifenesin/dextromethorphan)	Silarx
***Siltussin DM DAS Cough Formula Syrup** (guaifenesin/dextromehtorphan)	Silarx
Siltussin SA Syrup (guaifenesin)	Silarx
***Simply Cough Liquid** (dextromehtorphan)	McNeil Consumer
***Sudatuss DM Syrup** (chlorpheniramine/dextromethorphan/pseudoephedrine)	Pharmaceutical Generic
***Tussafed Syrup** (chlorpheniramine/carbinoxamine/ pseudoephedrine/dextromethorphan)	Everett
***Tussafed-EX Syrup** (pseudoephedrine/dextromethorphan/guaifenesin)	Everett
***Tuss-DM Liquid** (chlorpheniramine/phenylephrine/guaifenesin/dextromethorphan	Seatrace
***Tussi-Organidin DM NR Liquid** (guaifenesin/dextromethorphan)	Wallace
***Tussi-Pres Liquid** (guaifenesin/dextromethorphan/pseudoephedrine)	Kramer-Novis

Cough/Cold/Allergy Preparations (cont):

*Tylenol Cold Children's Liquid (chlorpheniramine/pseudoephedrine/acetaminophen)	McNeil Consumer
*Tylenol Cold Infants' Drops (acetaminophen/pseudoephedrine)	McNeil Consumer
*Tylenol Flu Children's Suspension (chlorpheniramine/pseudoephedrine/ dextromethorphan/acetaminophen)	McNeil Consumer
*Tylenol Flu Night Time Max Strength Liquid (acetaminophen/ doxylamine/ diphenhydramine/pseudoephedrine/dextromethorphan)	McNeil Consumer
*Tylenol Sinus Children's Liquid (acetaminophen/pseudoephedrine)	McNeil Consumer
*Vicks Dayquil Multi-symptom cold/flu relief (acetaminophen, dextromethorphan, phenylephrine)	Procter & Gamble
*Vicks 44E Pediatric Liquid (guaifenesin/dextromethorphan)	Procter & Gamble
*Vicks 44M Pediatric Liquid (chlorpheniramine/pseudoephedrine/dextromethorphan)	Procter & Gamble
*Z-Cof DM Syrup (guaifenesin/dextromethorphan/pseudoephedrine)	Zyber

Ear/Nose/Throat Products:

4-Way Saline Moisturizing Mist Spray	Bristol-Myers
Ayr Baby Saline Spray	Ascher, B.F.
Bucalcide Solution (benzocaine)	Seyer Pharmatec
Bucalcide Spray (benzocaine)	Seyer Pharmatec
Bucalsep Solution (benzocaine)	Gil
Bucalsep Spray (benzocaine)	Gil
Cepacol Sore Throat Liquid (benzocaine)	Combe
Gly-oxide Liquid (carbamide peroxide)	GlaxoSmithKline
Consumer Orasept Mouthwash/Gargle Liquid (benzocaine)	Pharmakon Labs
Zilactin Baby Extra Strength Gel (benzocaine)	Zila Consumer

Gastrointestinal Agents

Imogen Liquid (loperamide)	Pharmaceutical
Kaopectate (bismuth subsalicyate)	Ethex

Generic

Kaopectate Suspension (bismuth subsalicylate)	Pharmacia

Consumer

Liqui-Doss Liquid (mineral oil)	Ferndale

Hematinics

Irofol Liquid (iron)	Dayton

Miscellaneous

Cytra-2 Solution (sodium citrate salts)	Cypress
Cytra-K Solution (sodium citrate salts)	Cypress
Emetrol Solution (phosphorated carbohydrate)	Pharmacia Consumer

Psychotropics

***Thorazine Syrup** (chlorpromazine)	GlaxoSmithKline

Topical Products

Aloe Vesta 2-N-1 Antifungal Ointment (miconazole)	Convatec
Fleet Pain Relief Pads (pramoxine)	Fleet
Neutrogena Acne Wash Liquid	Neutrogena
Neutrogena Antiseptic Liquid	Neutrogena
Neutrogena Clear Pore Gel	Neutrogena
Neutrogena T/Derm Liquid	Neutrogena
Neutrogena Toner Liquid	Neutrogena
Podiclens Spray (benzalkonium chloride)	Woodward
Sea Breeze Foaming Face Wash Gel	Clairol

Vitamins/Minerals/Supplements

Apetigen Elixir (vitamins A & E/multivitamin)	Pharmaceutical Generic
Genesupp-500 Liquid (multivitamin)	Pharmaceutical Generic
Genetect Plus Liquid (multivitamin/iron)	Pharmaceutical Generic
Multi-Delyn w/Iron Liquid (multivitamin/iron)	Silarx
Poly-Vi-Sol Drops (multivitamin)	Mead Johnson
Poly-Vi-Sol w/Iron Drops (multivitamin/iron)	Mead Johnson
Strovite Forte Syrup (multivitamin/iron/folic acid)	Everett
Supervite Liquid (multivitamin/B complex/folic acid/multivitamin)	Seyer Pharmatec
Suplevit Liquid (multivitamin/iron)	Gil
Tri-Vi-Sol Drops (multivitamin)	Mead Johnson
Tri-Vi-Sol w/Iron Drops (multivitamin/iron)	Mead Johnson
Vitafol Syrup (multivitamin/iron/folic acid/vitamin E/calcium salts)	Everett

New markers for alcohol use, ethylglucuronide (EtG), ethylsulfate (EtS) and others, have added tremendous value to routine drug testing by their capacity to better document abstinence (allowing for more authoritative advocacy) and sensitively to detect early relapse (allowing for earlier assistance). Since these new markers are highly sensitive, it's important that individuals being tested try to avoid exposure to products containing alcohol that might cause positive tests. This issue is identical to that of avoiding poppy seeds to avoid a positive test for morphine. However, there are many more products containing alcohol.

Please note that this list is not exhaustive, therefore it is recommended that patients check labels or with manufacturers before using.

Possible Sources of Incidental Exposure

Foods

Foods can contain trace amounts or large quantities of alcohol. Avoid desserts and other foods cooked with or containing alcoholic beverages such as vodka, sherry, wine, etc. Also avoid foods containing significant amounts of vanilla extract (especially if added to drinks), wine vinegar, soy sauces and other condiments with alcohol content on their labels.

Hygiene Products

Many hygiene related products, such as mouthwashes, contain alcohol and should be avoided. For a comprehensive list of hygiene products that contain alcohol, please read the Alcohol-Containing Products Table on the following pages.

Over-the-Counter (OTC) Medications

Over-the-counter medications, such as cough syrup and tinctures, contain alcohol and should be avoided. Please review the *Alcohol Content of Over-the-Counter Medications* on the following pages for a more detailed breakdown of OTCs that contain alcohol.

Prescription Medications

Many prescription medications, including asthma inhalers, contain alcohol or ethanol. Always ask your health care provider prior to taking any prescription medications.

Other Sources of Alcohol

Alcohol can be found in many common products including communion wine and "alcohol-free" beer and wine. Recovering patients should also avoid products like hand sanitizers, deodorant sprays, cosmetics and insecticides that contain ethanol vapor and can be inhaled or absorbed through skin application.

Alcohol-Containing Products Table

The following is a list of products and their alcohol contents. Not all of these would actually be likely to be sources of incidental exposure and some would result in very toxic effects if there was much exposure (i.e. Clorox).

Product	*Alcohol %*
ABIN Primer & Sealer	35
Afta After Shave Skin Conditioner 3 OZ.	5-15
Afta Pre-Electric Shave Lotions	50-60
Ajax Antibacterial Dishwashing Liquid 19 OZ.	5-10
Ajax Dishwashing Liquid Antibacterial Hand Soap 38 OZ.	1-5
Aqua Mix Laminate Plus	<9
Aqua Mix Tile Plus More Cleaner-10/31/2000	<9
Ariel Liquid Laundry Detergent	1-5
Armor All Odor Eliminator	3-7
Armor All Odor Eliminator-01/01/2001	1-10
Arrid Total Gel-All Scents	7-12
Avon Black Suede After Shave	60-98
Avon Black Suede Cologne Spray	60-98
Avon Clearskin Targeted Blemish Remover	9.995
Avon Dreamlife Eau de Parfum Spray	60-98
Avon Far Away Sensual Embrace Eau de Parfum Spray	60-98
Avon Ginger Scents Spray Ginger Fresh Body Mist	60-98
Avon Haiku Eau de Parfum Spray	60-98
Avon Imari Eau de Cologne Spray	60-98
Avon Intrigue Cologne Spray	60-98
Avon Lil Hugs Gentle Splash	60-98
Avon Little Black Dress Eau de Parfum Spray	60-98
Avon Memorable Eau de Parfum Spray	60-98
Avon Mesmerize for Men Cologne Spray	60-98
Avon Midnight Frost Fragrance Spray	60-98
Avon Moisture Effective Eye Makeup Remover Lotion	60-98
Avon MUSK FOR BOYS	60-98
Avon NAIL EXPERTS Strong Results	21.74
Avon NATURALS Body Spray, Almond	60-98
Avon NATURALS Body Spray, Cucumber Melon	60-98
Avon NATURALS Body Spray, Gardenia	60-98
Avon NATURALS Body Spray, Lily	60-98
Avon NATURALS Body Spray, Peach	60-98
Avon NATURALS Body Spray, Plumeria	60-98
Avon NATURALS Body Spray, Raspberry	60-98

Incidental Alcohol Exposure

Alcohol-Containing Products

Product	*Alcohol %*
Avon NATURALS Body Spray, Sea	60-98
Avon NATURALS Body Spray, Vanilla	60-98
Avon Night Evening Magic Cologne Spray	60-98
Avon Passion Dance for Men	60-98
Avon Passion Dance for Women	60-98
Avon Perceive Eau de Parfum Spray for Women	60-98
Avon Perceive For Men Cologne Spray	60-98
Avon Pink Suede Eau de Toilette Spray	60-98
Avon Planet Spa White Tea Energizing Face and Body Mist	60-98
Avon Prospect Eau de Toilette Spray	60-98
Avon Radiant Moments Body Spray	60-98
Avon RARE GOLD Eau de Parfum Spray	60-98
Avon RARE PEARLS Eau de Parfum Spray	60-98
Avon Simply Radiant Shimmering Body Spray	60-98
Avon Vintage Cologne Spray	60-98
Avon WILD COUNTRY After Shave	60-98
Avon WILD COUNTRY Cologne Spray	60-98
Avon Wild Country Outback After Shave Lotion	60-98
Avon Wild Country Outback Eau De Toilette Spray	60-98
Bath & Body Instant Anti-Bacterial Hand Gel-Freesia	60
Bay Rum After Shave Balm	30
Bold Liquid Laundry Detergent	1-5
Bravo Platinum Series Metered Air Freshener	15-25
Bulls Eye Clear Shellac	55
Cascade Crystal Clear Plus Shine Shield Rinse Agent 8.45 fl oz	3-7
Cheer Liquid Laundry Detergent	1-5
Clorox Dual Action Toilet Bowl Cleaner 1 Pt. 9 Fl. Oz. (Chambered Bottle)	1-5
Clorox Spring Mist Disinfecting Spray-Floral Fresh 18 Oz. (aerosol)	60-80
Cutter All Family Insect Repellent 2 Aerosol	35
Cutter All Family Insect Repellent Mosquito Repellent Pump Spray	39
Cutter Insect Repellent	17
Cutter Skinsations Insect Repellent 1, Aloe & Vitamin E, Clean Fresh Scent	50
Cutter Unscented Backwoods Insect Repellent, Water-Resistant Sport Formula, Aerosol	35
Cutter Unscented Backwoods Mosquito Wipes	29
Cutter Unscented Insect Repellent	37
Cutter Unscented Outdoorsman Insect Repellent II Pump Spray	44
Cutter Unscented Outdoorsman Insect Repellent, Water-Resistant Sport Formula, Aerosol	20

Incidental Alcohol Exposure

Alcohol-Containing Products

Product	*Alcohol %*
DAP Easy Bond Adhesive	1.0-5.0
Dawn Manual Pot and Pan Detergent	5-10
Dawn Manual Pot and Pan Detergent (Professional Line)	5-10
Deep Woods OFF!	50-60
Deep Woods Off! Pump Spray	30-40
Dermassage Dishwashing Hand Liquid - Regular	1-5
Downy Advanced w/Wrinkle Control Fabric Softener (Clean Breeze, Mountain Spring)	1-5
Downy Enhancer	1-5
Downy Enhancer (Invigorating Burst and Calming Mist)	1-5
Downy Premium Care	1-5
Dreft Liquid Laundry Detergent	1-5
Easy Off Heat Activated Microwave Wipes	5-10
Era Liquid Laundry Detergent	1-5
Fab Color Plus Ultra Power	1-5
Farnam Cologne & Deodorant for Pets	20
Febreze Air Effects 9.7 oz Blossoms and Breeze	3-7
Febreze Air Effects 9.7 oz Citrus and Light	3-7
Febreze Air Effects 9.7 oz Spring and Renewal	3-7
Febreze Concentrated Fabric Refresher	12-17
Febreze Fabric Refresher	1-5
Fire Up II Firestarter	<85
Gain Liquid Laundry Detergent	1-5
Giant Auto Dish Detergent 75 OZ BOX	1-5
Giant Pure Power Auto Dish Detergent Lemon 45 OZ BOX	1-5
Glade Fragrant Mist Country Garden	7-13
Glass Mates	4.0-6.0
Glass Mates-05/16/2000	4.0-6.0
HOUSE SAVER Pet Stain & Odor Remover	20
Invisible Shield Surface Protectant-04/11/2002	78
Ivory Snow Liquid Laundry Detergent	1-5
KimCare Instant Hand Sanitizer	60
Lady Speed Stick Clear Antiperspirant Deodorant Gel	15-20
Listerine Antiseptic Mouthwash	26.9
Listerine Cool Mint Antiseptic Mouthwash	23
Listerine Fresh Burst Antiseptic Mouthwash	23
Listermint Mouthwash	<10
Loctite Crafter's All Purpose Adhesive	3-5

Incidental Alcohol Exposure

Alcohol-Containing Product

Product	*Alcohol %*
Loctite Fabric Glue	3-5
Loctite Outdoor Fixture Adhesive	1-5
LOreal Pumping Curls for Curly Hair	41
Lysol Brand Antibacterial Hand Gel	63
Lysol Brand Disinfectant Spray, Antibacterial, Original Scent	79.0
Lysol Brand II Disinfectant Plus Fabric Refresher 12 oz	85
Lysol Brand II Disinfectant Spray-Country Scent (aerosol)	79
Lysol Brand Sanitizing Wipes-Citrus Scent	8-10
Lysol Brand Sanitizing Wipes-Spring Waterfall 52 oz	8-10
Lysol Brand Scrubbing Wipes-Orange Breeze Scent	8-12
Martin Weber Blue Label Fixatif Spray	60-70
Martin Weber Cleaning Solution	31
Mr Muscle Pot & Pan Detergent	3-7
Nair Hair Remover Kit, Cold Wax Strips Pretreatment Towelette	5-20
New-Skin Liquid Bandage	5
Nilodor Air Freshener-Floral	0.5-3.5
Nilodor Carpet Care Deodorizing Spot/Stain Remover	2-6
Nilodor Deodorizing Carpet Extractor	2-6
Nilodor Odor Neutralizer	0.5-3.5
Nilotex Carpet Care	2-6
Off Skintastic Insect Repellent for Kids	>90
Off! Deep Woods for Sportsmen Insect Repellent IV, Aerosol	50-60
Off! Deep Woods Insect Repellent V Spray, Unscented	50-60
Off! Skintastic IV	90-95
Old English Furniture Wipes	4-8
Oust Air Sanitizer, Outdoor Scent	60-70
Oust Bathroom Citrus Scent Fan .40 oz.	40-60
Oust Bathroom Outdoor Scent Fan	40-60
Palmolive Original Hand Dishwashing Liquid	4.3
Paul Mitchell Freeze & Shine Super Spray	>60
Paul Mitchell Freeze & Shine Super Spray (New)	<60
Paul Mitchell Soft Sculpting Spray Gel	<20
Pine Power Disinfectant Cleaner	<5.0
Purell Instant Hand Sanitizer	62
Purell Instant Hand Sanitizer Dry Hands Formula	62
Purell Instant Hand Sanitizer Packets	62
Purell Instant Hand Sanitizer with Aloe, Moisturizers & Vitamin E	62
Purell Instant Hand Sanitizer, Original	62

Incidental Alcohol Exposure

Alcohol-Containing Products

Product	*Alcohol %*
Purell Kids Own Berry Blast	62
Radio Shack 951 Low Residue Soldering Paste Flux	73
Radio Shack Cleaner/Degreaser	27
Radio Shack Professional Tape Head Cleaner	15-20
Rain X Marine Windshield Treatment	70-95
Rain X The Invisible Windshield Wiper	86
Rain-X Anti-Fog	70-99
Rain-X Windshield Wax	70-95
Repel Hunters' Insect Repellent with Earth Scent, 55 Percent DEET	<45
Repel Insect Repellent Family Formula Spray Pump, 23 Percent DEET	44
Repel Insect Repellent Scented Family Formula Aerosol, 23 Percent DEET	48.3
Repel Insect Repellent Sportsmen Formula Spray Pump, 25 Percent DEET	55
Repel Insect Repellent Sportsmen Max Formula, 40 Percent DEET	43.7
Repel Lemon Eucalyptus Insect Repellent Lotion	<10
Repel Lemon Eucalyptus Insect Repellent Spray Lotion	<10
Soft Soap Hand Sanitizer - Gel	60-65
Spic and Span 10X Concentrate Disinfecting All Purpose Spray	12-25
Spic and Span Floor and Multi Surface Cleaner	0-5
Spray N Wash Laundry Stain Remover	2-3
Static Guard	70-72
Survivor Lemon Eucalyptus Insect Repellent Lotion	<10
TEN O SIX Medicated Deep Pore Cleanser	<15
Time Mist Air Freshener W/Odor Counteractant	15-25
Ultra Downy Liquid Fabric Softener	1-5
Valspar One & Only Interior/Exterior Multi Purpose Flat Black Finish	5-10
Valspar One & Only Multi Purpose Gloss Enamel, Almond	5-10
Valspar One & Only Multi Purpose Gray Metal Primer	5-10
Viadent Advanced Care Rinse	5-10
Wet Ones Antibacterial Moist Towelettes, Citrus	9.6
Wet Ones Antibacterial Moist Towelettes, Travel Pack, Citrus	9.6
Wet Ones Antibacterial Portable Washcloths, Ultra	0-9.6
Wet Ones Kids Antibacterial Wipes, Wild Watermelon & Ballistic Berry	0-9.6
Wet Ones Moist Towelettes with Aloe, Travel Pac	0-10.5
Wet Ones Moist Towelettes with Vitamin E & Aloe	0-10.5
Wet Ones Portable Washcloths with Vitamin E & Aloe, Ultra	0-10.5
Wet Ones Ultra Portable Antibacterial Wash Cloths	9.6
Wet Ones, Antibacterial Moist Towelettes, Thick Cloths	9.6
Zep Tile and Terrazzo Cleaner	5-15

Incidental Alcohol Exposure

Alcohol Content of Over-the-Counter Medications

Over-the-Counter Medications Alcohol Content Table

Item	*Use*	*Manufacturer*	*Alcohol %*
Ambenyl	cough suppressant	Forest	5
Ambenyl-D	expectorant, nasal decongestant, cough suppressant	Forest	9.5
Anesol	oral antiseptic, anesthetic	Whitehall	70
AsbronG Elixir	anti-asthmatic	Sandoz	15
Bayer children's Cough Syrup	cough suppressant, nasal decongestant	Glenbrook	5
Benadryl Decongestant Elixir	antihistamine	Parke-Davis	5
Benadryl Elixir	antihistamine	Parke-Davis	14
Benylin Cough Syrup	cough suppressant	Parke-Davis	5
Benylin DM	cough suppressant	Parke-Davis	5
Bronkolixir	bronchodilator, decongestant	Winthrop	19
Cepacol/Cepacol Mint	mouthwash, gargle	Lakeside	14.5
Ce-Vi-Sol	vitamin C drops (infant)	Mead-Johnson	5
Cheracol D	cough suppressant, decongestant	Upjohn	4.75
Cheracol Plus	cough suppressant, decongestant	Upjohn	8
Chlor-Trimeton Allergy Syrup	antihistamine	Schering	7
Choedyl Elixir	bronchodilator	Parke-Davis	20
Colace Syrup	laxative	Mead-Johnson	1
Colgate Mouthwash	mouthwash/gargle	Colgate-Palmolive	15.3
CONTAC Nighttime	antihistamine, analgesic, cough suppressant, decongestant	SmithKline	25
Dilaudid Cough Syrup	cough suppressant, analgesic	Knoll	5
Dimetane Elixir	antihistamine	A. H. Robins	3
Dimetane Decongestant Elixir	antihistamine, decongestant	A. H. Robins	2.3
Dimetapp Elixir	decongestant, antihistamine	A. H. Robins	2.3
Diural Oral Suspension	diuretic, antihypertensive	Merck Sharp & Dohme	0.5
Donnatal Elixir	anti-spasmodic	A. H. Robins	23
Elixophyllin-Kl Elixir	anti-asthmatic	Forest	10
Feosol Elixir	iron supplement	SmithKline	5
Fergon Elixir	iron supplement	Winthrop	7
Geriplex-FS	vitamins (geriatric)	Parke-Davis	18
Geritol Liquid	vitamins	Beecham	12
Geritonic Liquid	vitamins	Geriatric	20
Gevrabon	vitamins	Lederle	18
Hycotuss	expectorant	DuPont	10
I.L.XB12 Elixir	iron supplement	Kenwood	8
Iberet Liquid	vitamins	Abbott	1

Section 6.13

Quarterly Reports

a) Quarterly Progress Report to Boards
b) Reporting Form for Therapists/Psychiatrists
c) Workplace Observer Reporting Form

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

QUARTERLY PROGRESS REPORT

REPORT PERIOD: _____

NAME and/or NUMBER OF PARTICIPANT: _____

ADDRESS: _____

PHN CONTRACT DATE: _____

LAST PHN REVIEW _____ NEXT PHN REVIEW _____

URINE DRUG SCREEN

Frequency of drug screens per contract: ***Random*** Number collected this quarter _____

Drug Screens were reported as negative: YES _____ NO _____

Comments: _____

_____

MEETING ATTENDANCE:

Number of AA/NA meetings per week per contract _ _____

Participant is attending AA/NA as prescribed by contract _____ YES _____ No
Comments:

Number of Caduceus Club meetings per contract: _____

Participant is attending meetings as prescribed per contract _____ YES _____ No
Comments:

Prescriptions reported this quarter:

_____

GENERAL STATEMENT RE: Participant

_____

_____

PROFESSIONALS HEALTH NETWORK INC.
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
601-261-9899 fax (601)268-0376
Gary D. Carr, M.D., Medical Director
Donna Young, Executive Director

RE:

PHN has the above participant's consent to request reports from you on a periodic basis. This report is needed to ensure participant's contract compliance. We appreciate your taking the time to complete the information below as soon as possible. You may also fax the report to the number listed above. If you have any questions regarding this reporting process, please do not hesitate to call this office.

Diagnosis: DSM-_____

_____

Current Medications (Prescriber only): 1)_____
2)_____ 3) _____
4)_____

Level of Motivation for Treatment:

_____
0 10

Compliance with Recommendations/Attendance (circle one):

High Moderate Low

Are you aware of any unapproved alcohol or drug use or unreported acting out behaviors.
Yes No

High Risk Issues:
For relapse/regression in addictive behaviors:

For relapse in other psychological/behavioral/medical areas:

Plan:
Type of Intervention_____
Frequency _____
Projected Length _____

Other: _____

Please note: Any proposed change to the agreed upon plan on any party's part necessitates prior discussion with all parties (treatment provider/PHN participant/PHN).

_____ _____
Signature Date

Would like PHN to contact you? _____ Contact number _____.

PROFESSIONALS HEALTH NETWORK INC.
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
Office 601-261-9899 fax 601-268-0376
Gary D. Carr, M.D. Medical Director
Donna Young, Executive Director

PERSONAL AND CONFIDENTIAL

RE:

This form reflects your input as the **WORKPLACE OBSERVER**. Please respond by checking the appropriate box regarding CONCERNS in any of the following areas.

Thank you for your cooperation. Information contained in this form is **strictly confidential**. Please be cognizant of this while it is in your possession. Please return this form to PHN **as soon as possible.**

	YES	NO
Displays unusual anger or irritability	___	___
Carries out job responsibilities consistently	___	___
Isolates--Seems to be hiding behaviors from co-workers or supervisors	___	___
Exhibits positive attitude and Influence in the work setting	___	___

Comments: _____

_____

_____

How many times have you had personal contact in the last three months? _____

Would you like PHN to contact you? Yes ___ No___

Signed _____ Date _____

Phone _____

Section 6.13

Self-Reporting Form

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

SELF REPORT

Participant _____

Sobriety Date _____ Today's date _____

Current Address: _____

City_____Zip Code _____ Phone number _____

1. Have you had any changes in your employer, work site address, employment status, employment shift or or hours of work, with site monitor, or work restrictions or responsibilities?

   Yes. No
   If yes, please explain: _____

_____

_____

Support Group Attendance and Involvement

2. Name of facilitator:
3. Number of meetings required/week: 1 Number attended this month _____
4. Comments

12-Step Meeting Attendance and Involvement:

5. Do you have a sponsor? Yes No
6. Frequency of contact? Phone Face-to-Face
7. What Step are you on?
8. Number of required meetings/week: 3 4 other ___ Number attending each week ____
9. Type of meeting:
10. Service involvement/other progress: _____

Therapy Attendance and Involvement: Required Yes No

11. Therapist's Name _____
12. How long have you been in counseling with this person? _____
13. Number of sessions scheduled this month: _____ Number attended _____
14. Progress

CONTINUE ON BACK

Psychiatric Attendance and Involvement: (If Applicable) Yes No

15. Psychiatrist's Name: _____

16. Frequency of visits _____

Treatment/Aftercare (If Applicable)

17. Program Name _____

18. Location _____

19. Length of participation _____

20. Facility Contact _____

Medical Treatment During This Month

21. Physician's Name _____

22. Reason for care _____

23. Medications prescribed at this visit: _____

24. Is your physician familiar with your recovery program? Yes No

25. Was documentation sent to PHN? Yes No

MEDICATONS: Please list **all** medications you are currently taking (prescription or over the counter)

26. _____

_____

_____

_____

_____

_____

_____

_____

_____

Social/Recreational

27. Activities _____

Financial/Legal

28 Status _____

30. Comments _____

Section 6.13

Affinity/Spectrum Compliance Activation Instructions

Professionals Health Network, Inc

AFFINITY
EMPOWERING

PERSONAL AND CONFIDENTIAL

Dear Participant,

The Professionals Health Network (PHN) program has selected Affinity eHealth as your new alcohol and/or drug testing service provider. Services provided by Affinity and any agreements within these services replace any drug testing compliance services you are currently engaged in. This packet contains material describing the program features and activation instructions for your Affinity eHealth account.

How to Activate Your Account with Affinity eHealth

You must activate your Personal Compliance account online at https://www.spectrum360.com **and complete the activation process immediately after receipt of this package.** A unique **10-digit PIN number** has been provided to you and is shown on the back of this letter. **Be sure to keep this PIN number secure and with you always.** For activating your account, the month, day and year of your birth has been set to the value shown on the back of this letter. If this is not correct, please update it to the correct value on your personal **Profile** page after logging in online. Once it is updated, please use this 4-digit DOB whenever you call into the phone system. See the enclosed *Affinity Activation Guide* for more information and step-by-step instructions.

Once your account has been activated, everything that you need to know to effectively use the system is in the Helpdesk tab and the Quickstart Guides. Simply click on the topic by clicking the icon on the screen. The topics available as PDF files (these documents can be read online or printed). Also, once you are logged in, under your name tab, click Profile from your name drop box tab to confirm that your profile information is correct.

The frequency and type of the toxicology test required is determined by PHN in consultation with your Case Manager. The cost of the collection fee is determined by the collection site that you select. If you select a third-party site from our Network, then that collection cost is separate and the Affinity eHealth system will let you know if you pay us the additional amount or the Collection site directly, when you Activate your test.

Check-in with Affinity eHealth

Your daily check-in begins with Affinity eHealth on **activation as determined by your Case Manager.** You are required to check-in **five (5) days per week, Monday through Friday,** between the hours of **12:30am to 8:00pm** for your testing notification. You may now choose to either check-in A) by phone or B) via computer:

A) To check-in by phone, dial **1-877-267-4304** and be prepared to enter your **10 digit PIN#** (see back of sheet for value), plus **month** and **year of birth** (see back of sheet for your **4-digit DOB**), then press 1 to Check-In.

B) To check-in via computer online go to https://www.spectrum360.com and enter your **username** and **password** you created during your Activation process. Once logged in, press the Check-In button.

Continued on back.....→

When you are Selected for a Test

If during the Check-in procedure you are notified that you have been selected to test that day, you need to press the **Activate Test** button to complete the process. During the Activate test you will:

1) inform Affinity of which collection site you will be providing the specimen;
2) you will complete the payment for the test;
3) you will be provided Authorization and Test Panel numbers that you will need to take with you to the collection site.

Support and Customer Service

Should you need assistance or have questions about using the Affinity eHealth system, please contact our Client Support Team at **1-877-267-4304**. We are available to you from 6:30 am to 8:00 pm ET, Monday through Friday and 9:00 am to 5:00 pm ET, Saturday and Sunday. You will be required to log-in to the phone system using your PIN#, plus month and year of birth (4-digit DOB code) to receive assistance.

Adding a new Collection Site to the Affinity eHealth Network

If you aware of a convenient collection site which is not in our Network, please call or use the **Collection Site fax form** found in the Quickstart Guides in the Helpdesk tab and provide the collection site name and phone number. We will contact the site and determine if they can be added to the network. The turnaround time is several days, so if you are selected to test and this collection site is not in our network, you must choose another site to provide your specimen to that day.

LabCorp Chain of Custody forms

The LabCorp Chain of Custody requisition forms will have the Affinity Account # 41561245 on them and they are included in your Welcome Package. When you require more LabCorp forms, these are orderable on the Affinity eHealth site, under the Help Desk tab. You should always carry these forms with you when you go to the collection site.

IMPORTANT NUMBERS/WEB SITE:	
Check-In Online/Web-Site:	https://www.spectrum360.com
Username:	**You create during Activation**
Password:	**You create during Activation**
Check-in Phone Number:	**1-877-267-4304**
Your Unique PIN#:	_____ (10-digits)
Your full DOB on file: (mm/dd/yyyy)	_____ Used for Activating Your Account one time
Your 4-digit DOB on file: (mmyy)	_____ Used for accessing IVR/phone on-going
Chain of Custody Account Number:	41561245 **(LabCorp form)**

Our goal is to provide you with convenient tools to document your compliance. We look forward to serving you and stand ready to assist in any way we can.

Thank you for your cooperation and assistance.

Regards,

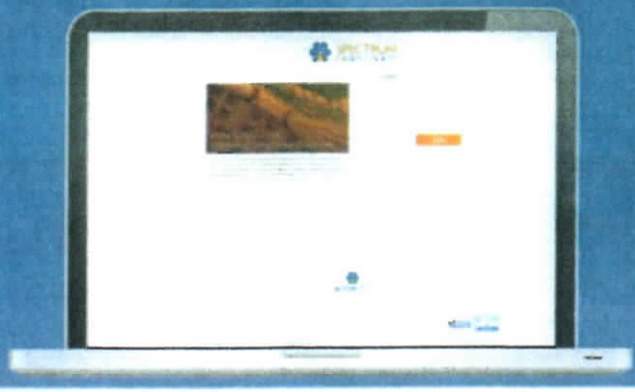
The Affinity eHealth Team

SPECTRUM COMPLIANCE

Activation Guide

Welcome to Affinity eHealth. Your participation in the SPECTRUM system is about to commence. To begin, you must activate your account through the SPECTRUM Online Portal or through the SPECTRUM App prior to your required start date.

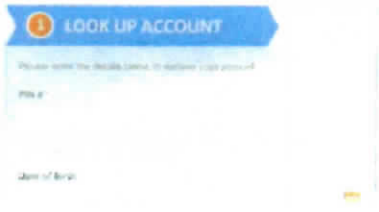
www.spectrum360.com



5 Easy Steps to activate your account

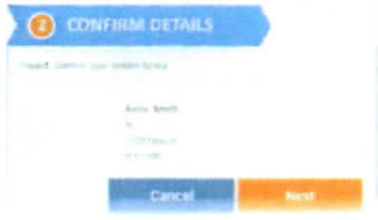
To use SPECTRUM, a one-time activation process is required. Once activated, you will have the ability to login to SPECTRUM, or if you require assistance, you can call the Affinity Care Team at 1-877-267-4304.

To begin, go to the www.spectrum360.com home page or the SPECTRUM App on your mobile device. Click the ACTIVATE ACCOUNT link to display the Account Activation page. Note: To download the SPECTRUM App on your device, go to the Apple App Store (iOS) or Google Play Store (Android).



On the **Look Up Account** tab, enter the PIN# provided to you in your welcome letter.

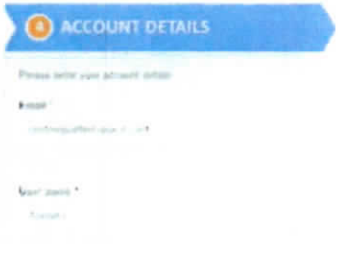
Specify your date of birth by clicking the calendar icon, and selecting the appropriate year, month and date in the drop-downs that appear. Click **Next** to continue.



Review your name, state, PIN# and date of birth. Confirm they are correct by clicking **Next**.

If you notice an error, click **Cancel** and contact Affinity at 1-877-267-4304.

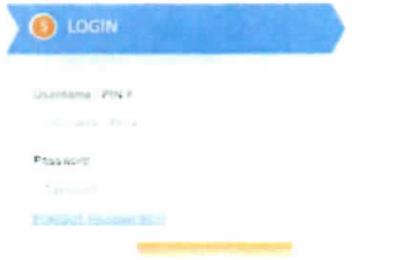
Carefully read the **Terms of Agreement** and, if acceptable, check **I accept the Terms of Agreement**. Click **Next**.



Enter your login details. Make sure your username and password adhere to the guidelines shown onscreen, and write them down for future reference.

Enter a Security Question and Answer for password retrieval. Click **Activate Account**.

Note that your email is stored in your user profile for purposes such as password retrieval. It is not used for marketing purposes.



Once activated, use your account login credentials to login. After login, see **Guides and Documents** under the **Helpdesk** menu for a guide to using system features.

Professionals Health Network, Inc

You can contact **Affinity** online or by phone. Our **Affinity Care Team** will be happy to assist you with any issues you might encounter to ensure successful participation in your compliance program.

Affinity Care
Toll Free 1-877-267-4304

Section 6.13

Sample Cover Letter Sent to Participants along with their contract

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

5215 Old Highway 11, Suite 80 • Hattiesburg, MS 39402 • Office: (601) 261-9899 • Fax: (601) 268-0376 • www.professionalshealthnetwork.com

RE: Professionals Health Network, Inc

Dear .

Welcome to the Professionals Health Network (PHN). We are here to aid and support you in your recovery. Enclosed, please find your PHN *Continuing Care Contract.* There are also releases enclosed that need to be signed which will allow your therapist, psychiatrist, etc. to send periodic reports to our office. After reviewing contract, if you do not understand or need clarification of an item #, call our office. If there are no questions or clarifications needed, please sign the contract as well as the releases and return them to our PHN via mail within 7-10 business days. An envelope is enclosed for your convenience.

As mentioned previously, Affinity/Spectrum 360 handles the drug testing for PHN. You will need to activate your account upon receipt of your PIN # within 5 business days. I am enclosing Chain-of-Custody forms, and you will need to take one form to the collection site each time you are selected to test. I will place an order for additional forms from Affinity website on your behalf, but you are able to order as well. Do not run out of the COC forms, as the labs do not have them available. Once selected for a test, you are required to submit for that test the same day. Therefore, I encourage you to check in early in the morning to provide ample time to arrive at testing site prior to its closing. If you have a conflict, you will need to contact the PHN office immediately. Failure to submit the specimen or call us, may be considered a positive screen. If you know that you will be out of town, monitoring interruptions are available, and a request can be made online via Affinity/Spectrum Compliance.

In addition, please find the *Medication Guide* enclosed in your packet. This guide can also be located on our website as well as the Affinity website. Our website is www.professionalshealthnetwork.com . This Medication list is for you to keep for future reference. It should be noted that this list is not all inclusive. Under no circumstances are participants allowed to take Kratom or Tiana. Avoid all CBD containing products, both oral or topical, They will result in a positive for THC. Before starting any new substance not specifically addressed it is best to be safe and call us prior to use. As per contract we are always to be called in advance of taking any prescribed controlled substance as specified in the contract.

There is a fee for our services of $____ per year. As discussed, we are willing to work with you on payment arrangements. If payment arrangements are needed, call the PHN asap to discuss. However, drug testing must be paid through Affinity on the date selected, and PHN has no control over this fee.

Again, welcome to PHN. We are here to provide you with support, guidance, and advocacy as you move forward in your recovery. If you have any questions, please do not hesitate to call our office.

Sincerely,

Donna Young
Executive Director PHN

Enclosures

Section 6.13

Avoiding A Dilute Urine Handout

Professionals Health Network, Inc

Avoiding a Dilute Urine

Urine samples are called **Abnormal** if the creatinine is less than 20mg/dl and **Dilute** if, in addition to the low creatinine, the specific gravity is <1.0030 and > 1.0010. Both abnormal and dilute screens are of significance. These numbers are somewhat arbitrary but were chosen because most subjects must consume significant amounts of water to produce a specimen with a creatinine lower than 20 mg/dl. It has been noted that small muscle mass, being female, and exercise (when followed by increased water consumption) have been associated with lower urine creatinine levels. Urine dilution is of interest only because consuming large amounts of water in order to dilute urine with hopes of having negative urine is a common method to avoid detection. Dilution is also the method by which most of the OTC urine cleaners work. The problem with assuming that dilute urine is always due to attempted cheating is that many individuals drink large amounts of water for health reasons or simply to "be prepared" to provide a urine sample.

Since dilute urines can be used to mask using, it is imperative to follow up on them. As a participant providing a urine sample, you can follow some simple guidelines to avoid providing dilute urine. These are:

- Avoid all diuretics—including caffeine—the day of the selection until AFTER the collection is done.
- Go to the collection site while the first morning urine is still in your bladder to use this as the specimen.
- If this is NOT possible than you should empty your bladder approximately 2 hours prior to your planned arrival at the collection site.
- During that time, you should NOT consume more than 24 oz of fluid and the fluid you do consume should be a substantial fluid—milk, smoothie, tomato juice—and/or you eat a protein high meal or snack—egg, cheese, meat.

By following these guidelines, you will help to avoid dilute and abnormal urines and ensure that the result of your test provides a valid indicator of your sobriety.

Section 6.13

Sample Outline Details Provided to Committee members (De-Identified Copy of case)

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

SAMPLE REPORT PROVIDED TO COMMITTEE MEMBERS EACH TIME WE MEET

DOE, John Profession City/State

Diagnosis:

Evaluation/Treatment:

Date of PHN Contract:

Narrative/History:

##/##/## A history since last visit with participant is provided for Committee members regarding compliance, any issues, etc. After meeting, any PHN Committee recommendations/notes from the meeting are incorporated and next visit scheduled.

[redacted] [redacted]

Diagnosis: Sedative, Hypnotic or Anxiolytic Use Disorder, Moderate
Other psychoactive substance abuse, uncomplicated
Alcohol Use Disorder, Severe, in early or sustained remission
Anxiety Disorder, Unspecified
Attention-Deficit Hyperactivity Disorder, unspecified type
Amphetamine Type Substance Use Disorder, Moderate

Treatment: Cumberland Heights Nashville TN 3/10/25 – 6/9/2025

PHN Contract: June 4, 2025

Narrative: [redacted] reached out to the PHN office. He was referred by the treatment facility (Cumberland Heights) to call our office prior to entering treatment. The treatment facility wanted to confirm that they were an approved facility for PHN.

[redacted] and his wife were brought in on March 7, 2025 to meet the PHN Committee and in order to answer any questions about the process. He was grateful for this opportunity to do so and will enter treatment on Monday, March 10, 2025[redacted] has signed releases for PHN to communicate with Cumberland Heights and also signed a release for his wife. He will also sign a release once he arrives at Cumberland Heights.

7/11/2025 [redacted] reported to Cumberland Heights treatment team upon entering treatment that he had been struggling with Baclofen and Xanax. He reported taking them daily. These medications were not prescribed[redacted] successfully completed treatment at Cumberland Heights on 6/9/2025. His professional treatment team stated he was compliant throughout the treatment process. The team was of the opinion that [redacted]. [redacted] was fit to practice as long as he followed recommendations of signing PHN contract and being monitored for 5 years[redacted] signed a copy of the contract prior to leaving treatment and activated his Affinity account. He was sent an original contract which he should have with him at this meeting.

His urine toxicology testing to date is negative. He admitted he struggled in the beginning of treatment with detox. Being sober has definitely been better than using and is taking it day by day. Home is good. He is back in the office and business is good. [redacted] reports he is making meetings and has a sponsor. The Committee is concerned about [redacted] flat affect and the fact it could be related to his taking Seroquel and Trazodone. The Committee would like him to try Magnesium Theronate and discuss cutting back on the Trazodone with his provider. Resee in two months.

Section 7
Fee Schedule

Professionals Health Network, Inc

Section 7. Fee Schedule

The introductory paragraph to Section 7 is reviewed, understood and this statement acknowledges acceptance of same.

Direct Payment from MS Board of Pharmacy:

	Total Amount	Monthly Amount
Dec 1, 2025 – June 30, 2026	$102,081	$14,583
June1, 2026 - June 30, 2027	$174,996	$14,583
July 1, 2027 – June 30, 2028	$174,996	$14,583
July 1, 2028 – June 30, 2029	$174,996	$14,583
July 1, 2029 – June 30, 2030	$174,996	$14,583
Total Contract Amount	**$ 802,065**	

Costs expected from program Participants (do not include lab testing fees)

Pharmacist: $100 / Month
Technicians: $ 33 / Month
Students: No Charge

***Note**: In cases of financial hardship, the PHN Committee may choose to temporarily suspend or waive monthly fees. No participant has ever been dismissed due to financial hardship.*

Section

8

Signed Acknowledgement

Professionals Health Network, Inc

MBP Request for Proposals for Pharmacy Benefit Manager Audit Services
MBP RFP RFx Number:
Amendment One
Issue Date: August 25, 2025

The Mississippi Board of Pharmacy (MPB) through this Amendment One, modifies the original MBP RFP RFx 3120003200 issued on August 8, 2025.

The **attached Questions and Answers document** is incorporated fully along with this Amendment One as part of the MBP RFP Rfx 3120003200.

Please acknowledge receipt of MBP RFP RFx 3120003200 Amendment One by signing and returning this amendment, along with your proposal, **on or before 2:00 PM CST, September 12, 2025**. This acknowledgement should be enclosed in your proposal packet in accordance with the submission instructions located in the RFP. **Failure to submit this acknowledgement may result in rejection of the proposal.**

Company Name: Professionals Health Network Inc

Printed Name of Representative: Donna Young

Date: Sept 2, 2025

Signature: Donna Young

RFP RFx #
RFP for Pharmacy Professional Recovery Program Services
Procurement Questions and Answers

	RFP Section, Page Number	Date Received	Question (As submitted)	Response
1.	Section 1, 1.1, Introduction, Page 3	8/21/25 9:39 AM	The contract, with extension, ends June 30, 2030. Assuming both parties are pleased with the arrangement, can the contract be extended beyond that?	PPRB OPSCR Rules and Regulations 14.3.1 provides that a contract for professional services may be entered into for a maximum period of performance of five year. The PPRB approved this solicitation for a period of 4 years with 1 year renewal. Any additional contracts would require a new RFP. Future contracts will be subject to state procurement guidelines at that time.
2.	Section 2, 2.1.Program Services, D(2) Page 4	8/21/25 9:39 AM	This section mentions reports from multiple parties but includes Sponsors. PHN has discussed this in the past and determined that we would not request anything from a sponsor except in rare situations, since we do not wish to interfere with Sponsor-Sponsee relationship (which is built on honesty and trust, and we fear our intrusion could compromise the relationship. Is that decision left to the Program or is it an expectation of the Pharmacy Board?	Contractor would determine what information from sponsor if any is sufficient for validation reports unless specifically directed otherwise by a Board order. It is likely that confirming that the relationship exists would be the extent of information requested so that there is no perceived interference.
3.	Section 2, 2.1.Program Services, N Page 5-6	8/21/25 9:39 AM	Item N has verbiage about clearance from the Board to release any information. The program has released HIPAA information to evaluators, treatment providers or continuing care providers. We assume that is understood and agreeable. However, we would like clarification. Does the Board have to approve such releases?	Any release of HIPAA protected information to authorized treatment providers would be exempt from release approval. This will be clarified in the Contract.
4.	Section 2, 2.1.Program Services, H Page 5	8/21/25 1:45 PM	Where it says "must have an independent, confidential administrative and/or case review committee that gives	The medical director and staff counselor may be participants of the committee listed in Item H.

			recommendations to program staff", can the medical director and staff counselor be part of this committee?	
5.	Section 2, Scope of Services Page 4	8/21/25 4:27 PM	When it says "For the services, please respond by restating each service listed, including the number, and confirm your intention to provide the service as described, respond by stating, "Confirmed". " does that mean we should have the questioned typed out and then type it out a second time followed by confirmed or is having the question along with number stated once and then then confirmed the intention? For example, should it be 1. A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time. A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time. Confirmed. OR 2. A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time. Confirmed.	Response as noted in your Option #2.
6.	Section 7, Fee Schedule Page 15	8/21/25 4:27 PM	When submitting the fee scheduled as outlined on page 15, do you want numbers only or do we need to attach or include a detailed budget breakdown of all cost categories and specific costs associated with each category?	Only designated fees as requested in Section 7 of RFP are required. A detailed budget of costs or anticipated expenditures is not required.

Section 9

Resumes for Staff

Gary D. Carr, M.D., Medical Director

Donna Young, Executive Director

Hayley Broome, BS, Administrative Assistant

Tom Kepner, Business Development/Outreach

Other resumes included as follows:

Board/Committee members do not receive a salary.

Thomas H. Wiggins, DMD, President

Deborah V. Gross, MD, Vice-President, Psychiatrist

Jennifer Trihoulis, MD, Psychiatrist

Stuart Milan, PMHNP, Psychiatric Nurse Practitioner

Gary D Carr

MD

Curriculum Vitae
Of
Gary D. Carr, M.D., FAAFP, FASAM
Diplomate ABAM
Medical Director Live Oaks Addiction Professionals, Inc.
Medical Director Professionals Health Network, Inc.
Past-President FSPHP
Past-President Mississippi Society of Addiction Medicine
Medical Review Officer

6858 Swinnea Rd Suite 1A
Southaven, MS 38671

Office: (662)510-8400
Cell (601)297-6777

Email: Docgcarr1@gmail.com

EDUCATION:

July 1984 through March 1987	Anniston Family Practice Residency, Inc. Northeast Regional Medical Center Anniston, AL
August 1980 through June 1984	The University of MS School of Medicine Jackson, MS Doctor of Medicine
September 1978 through August 1980	The University of MS University, MS BS Biology
January 1977 through August 1978	Northeast MS. Jr. College Booneville, MS

EMPLOYMENT HISTORY

Feb 2019 - Present	Live Oaks Addiction Professionals, Inc Medical Director / CEO
July 2009 – Present	Professionals Health Network, Inc. Medical Director / CEO
Jan 2020- Aug 2023	Oxford Center Consulting Addictionologist
April 2013 – June 2020	Clearview Treatment Center Consulting Addictionologist
March 2017 – April 2020	Stonewater Recovery Center, Oxford, MS Medical Director
Aug 2016 - Feb 2019	JourneyPure Southaven, Inc. IOP Medical Director
July 2015- July 2016	The Oaks at La Paloma, Memphis, TN Medical Director
Sept 1990 - Aug 2011	Oak Grove Family Clinic, P.A. Founder/Physician/CEO
Jan 2009 - Dec2014	Board Registered Interventionist II
Sept 2012 – June 2015	Southern Neuro and Spine Institute The Spine Clinic – Physician
Sept 1, 2011 - Aug 2012	Washington Physicians Health Program Medical Director
July 1, 1998 - July 2009	Mississippi Professionals Health Program Medical Director
September 1992- Dec 2007	Contract ER Physician
May 1988- May 1990	Southeast MS Rural Health Care Initiative Physician Sumrall Medical Clinic
July 1987- January 1988	Three Rivers Area Health Services Physician Tremont Medical Clinic

March 1987- July 1987	Centre Baptist Hospital, Centre, AL Locum Tenens ER Physician

RESEARCH

RESEARCH – PROFESSIONALS HEALTH

2006- 2007	Project Blue Print - State Participant; Chair FSPHP Steering Committee Co-Author Phase I, Co-Primary Editor Phase II. *A comparison of state physician health programs and outcomes.*
2008	Structure of State Professionals Health Programs – A National Review White Paper
April 2006- Aug 2012	Member Federation of State Physician Health Programs Research Committee

RESEARCH – DRUG STUDIES

November 1991- May 1992	Lorcarbef Phase III Clinical Trials
December 1989- May 1990	Ceclor vs. A.F. Ceclor Phase III Clinical Trials
May 1989- May 1990	Azithromycin Phase III Clinical Trials

PUBLICATIONS (Abbr.)

State Physician Health Programs – Chapter, Physician Mental Health and Well-Being – Research and Practice, New York, Stringer Publishing (in Press) – Oct 1, 2016
Professionals Health News – E-newsletter. Editor/monthly contributor 11/08 – 08/12
Professional Sexual Misconduct – Journal MSMA September 2003
The Mississippi Recovering Physicians Program – Journal MSMA 2000
The Disruptive Physician – MS Osteopathic Association 2000
Stages of Recovery – Perspective – MRPP Newsletter
The Mississippi Recovering Dentists Program – Board of Dental Examiners Newsletter
Physicians Health Corner – Journal MSMA, Quarterly Contributor 1999 - 2008
How Are Addicted Physicians Treated and Managed – Journal of Addictive Disease – 2009
Physician Suicide –Journal, MSMA, October 2008
Serious Board Disciplinary Action Does Not Equate to Board Quality, FSMB Journal on Licensure & Discipline, Accepted for June 2008
How are Addicted Physicians Treated? A National Survey of Physician Health Programs – Journal of Substance Abuse Treatment 37 (2009)

Alcoholism – A Modern Look at an Ancient Illness, Medical Clinics of North America
3/11.
Physician Health Programs: The US Model – Book Chapter 2017

PRESENTATIONS (Abbr.)

The Impaired Physician – Caduceus Retreat, Louisville, MS July 1998
Alcoholism/Chemical Dependency – Caduceus Retreat, Louisville, MS July 1999
The Disruptive Physician – SE Regional Federation of State Physician Health Programs New Orleans, LA, November 1999
The Mississippi Recovering Physician Program – MS Osteopathic Association, Feb 2000
Public Safety and the Monitored Physician – Citizens Advocacy Committee – Washington, DC - March 2000
The Mississippi Recovering Physician Program – MS Medical Association, May 2000
MRPP and The Disruptive Physician – The Mississippi Academy of Family Practice – July 2000
The Neurobiology of Addiction - UMC, Jackson, MS, April 2001
Early Recovery and Reentry – Caduceus Retreat, July 2001
Impaired Physician Policies and Procedures – Greenwood, MS, July 2001
Addiction, America's Challenge in the 21st Century, Montana Medical Society, October 2001
Chemical Dependency and the Law Conference, Jackson, MS, November 2001
Suicide in Health Care Professionals, MS Pharmacy Association, Canton, MS December 2001
Addiction and Public Health, Public Health Physicians, Jackson, MS, April 2002
Professionals Boundaries and Sexual Misconduct, MS Dental Association, Sandestin, FL June 2002
Sexual Misconduct, Caduceus Club of MS, Louisville, MS, July 2002
Essential Elements of a Model Physician Health Program, International Society of Addiction Medicine, Reykjavik, Iceland October 2002
Professional Sexual Misconduct, MSMA Annual Meeting May 2003, Biloxi, MS
Professional Sexual Misconduct, Northeast Section Federation of State Physicians Health Program, September 2003, Cape Cod, Massachusetts
Professional Sexual Misconduct, Western Section Federation of State Physicians Health Program, October 2003, Cannon Bench, Oregon
Physician Stress and Burnout, Oktibbeha County Hospital, March 2004
Identification, Treatment, and Monitoring of the Disruptive Physician, Water Valley Hospital, June 2004
The Promises of Recovery, Flathead Lake, Montana, September 2004
Addiction and Brief Intervention, Mississippi Public Health, March 2005
The Mississippi Professionals Health Program – An Overview, Mississippi State Hospital, Jackson, MS March 2005
Suboxone's Role in Opioid Addiction, SAMSHA, Jackson, MS, April 2005
The Neurobiology of Addiction, University of Southern Mississippi, May 2005
The Evaluation of MPHP, Caduceus Club Retreat, Louisville, MS, July 2005

The Role of Physician Health Programs in Professional Sexual Misconduct, The Federation of State Medical Boards, Atlanta, GA, July 2005

The Role of Physician Health Programs in Professional Sexual Misconduct, Southern Medical Association, San Antonio, TX November 2005

Addiction and Dual Diagnosis, Mississippi Association of Addiction Professionals, Jackson, MS, August 2005

Coping with the Aftermath of Hurricane Katrina, American Dental Association, October 2005

Physician Health Programs: Appropriate and Effective Monitoring,

Sexual Boundary Violations' Web Series Seminar, Federation of State Medical Boards February 2006

Opioid Maintenance Therapy with Buprenorphine –Various Private Clinics, Hospital Groups – 2006-2007

Brief Intervention, Public Health Physician Association, Jackson, MS, May 2006

Addiction for the Young Physician – Young Physician's Conf, SanDestin, FL, June 06'

The Recovering Physician; Their Potential Role with Suboxone Outpatient Therapy, The Caduceus Club of MS, Louisville, MS July 2006

The Disruptive Physician, Greenwood Hospital, Greenwood, MS, August 2006

Addictive Illness in Your Practice, Singing River Hospital, Pascagoula, MS, Aug 06

Professional Sexual Misconduct – An Update, Federation of State Medical Boards, Webinar, August 2006

The Disruptive Physician, Whitfield State Hospital, Jackson, MS, September 2006

The Disruptive Physician, Biloxi VA, Biloxi, MS November 2006

Professional Sexual Misconduct; Information for the Treatment Provider, The Betty Ford Center, Rancho Mirage, CA, February 2007

Addiction in the 21st Century, The Eisenhower Center, Rancho Mirage, CA February 2007

Recognizing Addiction, Physicians Assistant Association, Jackson, MS, March 2007

The Impaired Provider, Physicians Assistant Association, Jackson, MS, March 2007

Project Blueprint, Phase I, American Society of Addiction Medicine, Miami, FL April 2007

Alcoholism: What You Need to Know, Sandestin, FL, Young Physician and MSMA Annual Session, June 2007

Physician Health – The Mississippi Model, Texas Medical Association, Dallas, TX September 2007

Suboxone's Role in Primary Care, Mississippi Society of Addiction Medicine, November 2007

Physician Health & Impairment, Wesley Medical Center Grand Rounds, Hattiesburg, MS September 2007

Caring for Yourself, University of MS School of Medicine, M-1 & M-2's, Jackson, MS March 2008

Sexual Disorders & Professional Sexual Misconduct, FSPHP, San Antonio, TX April 2008

Lessons from Project Blue Print, AMA/BMA/LMA, London, England. November 2008

Office Management of the Clinically Dependent Patient, 1st Annual Mississippi

Addictions Conference, Jackson, MS, February 2009

The History of the Federation of State Physician Health Programs, New Orleans, LA ASAM Annual Meeting, April 2009

Federation of State Physician Health Programs Research Goals, FSPHP New Orleans, LA April 2009

Charting A New Course – Addiction in the 21st Century (three hour workshop), Ridgeview Institute Workshop, Atlanta, GA May 2009

Professional Boundaries – Mississippi Young Physicians' Conference, Sandestin, FL June 2009

Current Opportunities & Challenges for State PHP's – Coeur d'Alene, Idaho & Sandestin FL- Western & Southeastern Regional FSPHP meetings. Fall 2009

Addictive Illness in the 21st Century – Charting a New Course, 2nd Annual Mississippi Addictions Conference, Jackson, MS – Jan 2010

Elements of a Model Professionals Health Evaluation and Treatment Program – The Betty Ford Center, Rancho Mirage, CA Feb 2010

Blue Print Study – Lessons for Texas and Society – Austin, Texas, Texas Medical Association, Feb 2010

Working With the Media – Chicago, Illinois, Federation of State Physician Health Programs, April 2010**PHPs and Medical Boards – Partners for Patient Safety** – Chicago, Illinois, Federation of State Medical Boards, April 2010

Addictive Illness, Society and the Role of the Health Care Community. Mind, Body, and Spirit Wellness Conference, Biloxi, MS May 2010

Physician Health Programs Past, Present, and Future, Annual Don Keith Memorial Lecture, Washington State Medical Association, Tacoma, Washington, Sept 10'

Blue Print and Its Applicability to Other Professionals – NCAD Conference, Washington, DC, Sept 10

Pain Management and Opioid Analgesics, Mississippi Nurses Association Workshop for Nurse Practioners, Biloxi, MS, Sept 2010

Addictive Illness – An Overview – Mississippi Nurses Association Workshop for Nurse Practioners, Biloxi, MS, Sept 2010

Professionals in Recovery – Challenges and Opportunities, North Carolina Physician Health Program Retreat, Greensboro, NC, Oct 10'.

How to Conduct a Successful Intervention – 3rd Annual Mississippi Addictions Conf., Jackson, MS, Feb 11'.

Veterinarians and Potentially Impairing Illness – Veterinary Board of Governors, Renton, WA. 12/5/11'.

Addictive Illness and the Role of the HealthCare Professional – 4th Annual Mississippi Addictions Conf, Jackson, MS Feb 12'

The Distressed (Disruptive) Physician – Wenatchee Valley Medical Staff, Wenatchee, WA. Feb 12'

Medical Students and Potentially Impairing Illness – Washington School of Medicine, M-1, Pullman, WA, Feb 12'.

Stress and Burnout – Benton Co. Med Soc, Kennewick, WA Feb 12'

Dental Students and Potentially Impairing Illness – University of WA, School of Dentistry, Seattle, WA. 3/12'

Project Blue Print- A National PHP Study. CAPTASA Conference. Lexington, KY. Jan 2013

New ASAM Policies and Procedures on Healthcare Professional with

Potentially Impairing Illness. 5th Annual Mississippi Addictions Conference, Jackson, MS, Feb. 2013

How Orthopedists Get Into Trouble; Are We Doing Enough – The American Association of Orthopedic Surgeons, Chicago, Illinois. March 2013

Addiction Treatment and Monitoring: Lessons from PHPs – Making Recovery the Expectation. 6th Annual Mississippi Addictions Conference, Jackson, MS, Feb 14.

Healthcare Professionals with Potentially Impairing Illness, Stress/Burnout, Suicide, Distressed Behavior, Sexual Misconduct. Forty-Six (46) presentations. Across Washington State. Sept 11' – Aug 12'.

Professional Boundaries / The Fiduciary Relationship (Faculty Pine Grove Professional Enhancement Program Boundaries Course – speaker quarterly), Hattiesburg, MS. 2013 – 2015

The Role of the Medical Community in the Continuing Care of the Patient with Addiction – 7th Annual Mississippi Addiction Conference, Jackson, MS Feb 15

Addictive Illness – An Overview – Mississippi Association of Addiction Professionals, Raymond, MS July 2015

Integrating Behavioral Health and Addiction Treatment – Lessons from Project Blue Print – West Virginia Addiction Conference, Sept 2015

Addiction and Co-Occurring Illness: Integrated Care – Mississippi 7th Annual\ Addiction Conference Feb 2016.

The Opioid Epidemic and Marijuana Legalization – The Oaks Professionals Weekend, April 2016.

Detox, Early Recovery, Co-occurring Illness, Addiction and Continuing Care – The Oaks at La Paloma, Memphis, TN. (**Lecture every other week.)** July 15 – June16)

Lessons from Project Blue Print; an Abstinence-Based Perspective – University of Tennessee School of Medicine FP/Psych Conference, Memphis, TN. May 2016

Opioid Addiction, MAT, Trends for the Future – Mississippi 9th Annual Addiction Conference, Jackson, MS, Feb 17

Medication Assisted Recovery. April 17 – Mississippi State Association of Drug Courts Conf, Natchez, MS

Addiction and the Opioid Crisis, Nov 17- Tennessee Psychological Association Annual Conference, Nashville, Tennessee

Addiction, Genetics and Epigenetics – Mississippi 10th Annual Addiction Conference, Jackson, MS, March 18'

Addiction and Trauma – SW TN Counseling Association, Memphis, TN May 18'

The Opioid Crisis and Prescribing - MS Dental Association, 3 hr workshop, Pensacola Fl Aug 18'

Dentists and Opioid Prescribing - NW MS Dental Association, 3 hr workshop, Panola, MS, Oct 18'

Adolescents, The Adolescent Brain and Marijuana – Memphis, TN EAP Association, Oct 18'

Marijuana and the Risk to the Adolescent Brain - 11th Annual Mississippi Addiction Conference, Jackson, MS Feb 19'.

Trauma and Addiction – Three-hour workshop, NW MS Councilors, Oct 18'.

Health Professional Diversion Programs - National Association of Drug Diversion Investigators (NADDI), Ridgeland, MS - 6/13/19

Employee Health Assistance Options for SUD/Psychiatric - University Medical Center, Jackson, MS Aug 19'

It's Only Marijuana 'The Science & Other Inconvenient Facts" , 12th Annual

Mississippi Addiction Conference, Jackson, MS Feb 20'.

The Adolescent Brain and The Impact of MJ, South Cook County Trauma and Addiction Conference, Chicago, IL, Oct 2020.

Opioids and the Opioid Crisis, Dental Wellness Conference, Jackson, MS Aug 2021

Pain Management and Use of Opioids in Dental Pain, Dental Wellness Conference, Jackson, MS Sept 2022

"Thrill is Gone" Reward Deficiency Syndrome, 16th Annual Mississippi Addiction Conference, Jackson, MS. Feb 24

Reward Deficiency Syndrome, South Cook County Trauma and Addiction Conference, Chicago, IL, Oct 2024

The Opioid Crisis and Dental Board Rules / Regulations, Dental Wellness Conference, Jackson, MS, Sept 23

Opioid Crisis and Dentist Prescribing NE MS Dental Assoc. Corinth, MS 2022, 2023, and 2024

Professionals Health Programs – Past, Present and Future, Florida PHP / Regional FSPHP Conference, Amelia Island, Florida. Sept 24

Dental Professionals Stress and Burnout, Dental Wellness Conference, Pearl, MS Oct 2024

Hypodopaminergia – Addiction and Mental Illness, Hope Enrichment Center Conference, Memphis Tenn. April 25

POSTER PRESENTATIONS

Carr G, Flowers, WM, Jr.: The Disruptive Physician, Southern Medical Journal 98:S72, November 2005

Carr G, Flowers WM, Jr.: The Disruptive Physician. Presented at the Membership Meeting of the Central Medical Society, Jackson, MS April 2005

Carr G, Flowers WM, Jr.: The Disruptive Physician, Presented at the 2005 Annual Meeting of the Federation of State Physicians Health Programs, Dallas, TX May 9-11, 2005

Carr G, Flowers, WM, Jr.: The Disruptive Physician. Presented at the 137th Annual Session of the Mississippi State Medical Association House of Delegates and MSMA Medical Affairs Forum, Biloxi, MS June 3-4, 2005

Carr G., Flowers WM, Jr.: Addiction and Brief Intervention. Presented at the 137th Annual Session of the Mississippi State Medical Association House of Delegates and MSMA Medical Affairs Forum, Biloxi, MS, June 3-4, 2005

Carr G., Flowers WM, Jr.: The Disruptive Physician. Presented at the 27th Annual Meeting of the Mississippi Professionals Health Program, Louisville, MS July 7-10, 2005

Carr G., Flowers WM, Jr.: Addiction and Brief Intervention. Presented at the 27th Annual Meeting of the Mississippi Professionals Health Program,

Louisville, MS July 7-10, 2005

Carr G., Flowers WM, Jr.: The Disruptive Physician. Presented at the 99th Annual Scientific Assembly, SMA, San Antonio, TX November 10-12, 2005

Carr, G., Flowers WM, Jr.: Addiction and Brief Intervention. Presented at the 2006 Annual Meeting of FSPHP, Boston, MA April 20-24, 2006

Carr, G and Flowers, WM, Jr., Professional Misconduct. Presented at the 138th Annual Meeting of the Mississippi State Medical Association, and MSMA Medical Affairs Forum. Vicksburg, MS June 1-4, 2006

Carr, G and Flowers, WM, Jr., Addiction and Brief Intervention. Presented at the 2007 Annual Meeting of the Federation of State Physicians Health Programs San Francisco, CA April 29-May 3, 2007

PROFESSIONAL ASSOCIATIONS

American Medical Association
American Academy of Family Physicians
Mississippi Academy of Family Physicians
American Society of Addiction Medicine
Mississippi Society of Addiction Medicine
The University of Mississippi Alumni Association
The Association for Medical Education and Research in Substance Abuse (AMERSA)
Association of Intervention Specialists
American Association of Medical Review Officer

PROFESSIONAL ACTIVITIES

Organized Medicine –
Mississippi Academy of Family Physicians, Board of Directors, 7/02 – 7/04
MSMA Committee on Public Information 2002 - 2004
MSMA Committee on Continuing Medical Education 2004 - 2010
MSMA Constitution & Bylaws Committee 2007 - 2011
MSMA Vice-Speaker, House of Delegates 2008 – 2009
The UN of Mississippi Medical Alumni Assoc., Board of Directors, 2005- 2011
Tennessee Medical Association 2015 - Present
Mississippi Society of Addiction Medicine, President Elect Feb 2018 – Feb 2019
Mississippi Society of Addiction Medicine, President Feb 2019 - 2023

Professionals Health
FSPHP Past Presidents Committee - 2012 - Present
Chairman of the MS Ad Hoc Committee on Physician Impairment 1995-1997
Chairman of the MS Impaired Physicians Committee 1998
President, Caduceus Club of Mississippi 1999-2000
Member Attorney General's Mississippi Ad Hoc Committee on Access to Chemical

Dependency Treatment 2000-2001
Medical Director MPHP 1998 – 2009
Medical Director PHN 2009 – Present
Medical Director Washington PHP Sept 2011 – Aug 2012

Federation of State Physician Health Programs-

Federation of State Physician Health Programs, Board of Directors, 2002-2006
Federation of State Physician Health Programs, Board Exec. Com. 2004-2006
Federation of State Physician Health Programs President-Elect, April 2006- April 2009
Federation of State Physician Health Program President, 2009
Federation of State Physician Health Program Past-President 2010 - Present
Federation of State Physician Health Programs Membership Committee, 1999-2009
Federation of State Physician Health Programs CAC Task Force, 2000-2004
Federation of State Physician Health Programs Guidelines Drafting Com., 2002-2009
Federation of State Physician Health Programs Nominating Com. May 2003-2005
Federation of State Physician Health Programs, Chair, Medical Student Education/Student Health Committee May 2003-2004
Federation of State Physician Health Programs, Chair, Curriculum Development Committee September 2003-2009
Federation of State Medical Board's Ad Hoc Committee on Professional Sexual Misconduct. January 2005-2009
Federation of State Physician Health Programs Public Policy Committee, 2007-2009
Federation of State Physician Health Programs Project Blue Print Com. Chair, 2006-2009
FSPHP Representative to AMA HOD, April 2009
AMA-BMA-CMA International Conf. on Physician Health 2010 Planning Com.
FSPHP – FSMB Joint Committee on Physician Impairment Aug 2010- 2011

American Society of Addiction Medicine (ASAM)

ASAM Public Policy Com. on Physician Health Writing Subcom. Co-Chair 2010 - 2011
ASAM Public Policy Liaison to Federation of State Physician Health Programs, April 2009 – April 2010
ASAM Public Policy Committee Member, 2008 – 2010
C0-Chair ASAM Physician Health Public Policy Subcommittee on Physician Health 7/10 – April 12'
Chair ASAM Physician Health Committee April 12' – April 18'
ASAM Committee on Addiction Terminology 2017 - 1019
ASAM Board of Directors (Alternate) April 2012- 2016

Mississippi Society of Addiction Medicine-

MSAM Member – 1998 - Present
Membership Committee 2011 – Sept 2011
Secretary Mississippi Society of Addiction Medicine 2011 – Sept 2012
Mississippi Society of Addiction Medicine, Vice-President Elect 2017
Mississippi Society of Addiction Medicine, Vice President - Feb 2018 - Feb 2019
Mississippi Society of Addiction Medicine, President Feb 2019 - Present

Federation of State Medical Boards-

FSMB Committee that rewrote FSMB Policy on Professional Sexual Misconduct 2007
FSMB Committee that rewrote FSMB on Physicians with Potentially Impairing Illness (Chair / Co-Chair- writing committees)

Other Activities-

Chair Access to Chemical Dependency Treatment Mississippi Legislative Subcommittee, 2000-2001
University of Mississippi Committee on Student/Resident Addiction and Education, 2005-2006
University of Mississippi Student Professional Assistance Committee - 2009
University of Mississippi School of Medicine Alumni Board of Directors, 2006-2010
HubHealth Board of Directors 2006 - 2010

INTERVENTION / CONSULTATION EXPERTISE

Association of Intervention Specialists – Member 2010 - Present
BRI II Board Registered Interventionist 2010 - Present

Over 500 interventions; via professionals health and private

Consultant to private groups, Physician/Professional Health Programs, Professional Associations, and Treatment Centers

Auditor for several State Physician/Professionals Health Programs

ANNUAL MISSISSIPPI ADDICTION CONFERENCE

Envisioned, organized, developed and moderator **The Annual Mississippi Addiction Conference** -a national conference- held in Jackson, MS – 2008 – Present

ADDED CERTIFICATION:

Family Medicine – Distinguished Fellow American Academy of Family Physicians - 2005

Addictionology – Certified by ASAM – 2/05
Diplomate American Board Addiction Medicine 2008
Fellow American Society of Addiction Medicine 2010
Fellow American Board of Addiction Medicine 2012
Distinguished Fellow American Board of Addiction Medicine 2014

BRI II Board Certified Interventionist 2010

Medical Review Officer 2010

Department of Transportation Substance Abuse Professional 2010

ACTIVE MEDICAL LICENSURE:

Mississippi License -	MS 10683
Tennessee License -	TN 52987
DEA-	Mississippi -BC 2031160
	XC 2031160
	Tennessee - FC 6492324

PERSONAL DATA:

Born:	March 29, 1954
High School:	Tishomingo High School Tishomingo, MS
Military:	United States Navy May 1972- November 1977 E-5, Combat Air Crew Vietnam Veteran Honorable Discharge
Married:	Carrie Ann Carr, LPC, Trauma Therapist Owner / CEO Hope Enrichment Center, Palos Heights, IL, Memphis TN, Southaven, MS, Oxford, MS and Corinth, MS
Children:	Lacey McKenna Carr April Savannah Carr
Stepchildren:	Lauren Cherep Jennifer Cherep
Hobbies:	Bow Hunting, Civil War History, Sports Shooting, Ole Miss Sports

REFERENCES: Available On Request

Donna Young

DONNA YOUNG

101 Hickory Grove Church Road

Sumrall MS 39482

Cell 601-516-0382

Office 601-261-9899

dcyoung2128@gmail.com

Professional Experience:

- **October 2009 – present:** **Executive Director, Professionals Health Network**
  Oversee daily operations of the Professionals Health Network (PHN) including compliance of participants, administration and management of program operations and activities, coordinate all board/committee meetings, maintain positive working relationship with Medical Director and PHN Board of Directors/Committee members, staff. Organize and oversee the MS Annual Addiction Conference or other special events of PHN.

- **June 2002 – October 2009** Executive Assistant to Medical Director/Case Manager
  Mississippi Professionals Health Program (MPHP)
  Served as assistant to the Medical Director of MPHP, Gary D. Carr, MD. Case management of participants regarding contract compliance, assist with coordinating annual conference, administrative duties.

Education:

1981 – 1982	Jones College, Ellisville MS Business Administration
1984	Pensacola College, Pensacola Fl Accounting
1981	Collins High School, Graduated with High Honors/in Top 5 of class and one of the Valedictorians
1979-1981	Collins Vocational Technical School, Intensive Business, High Honors

Activities/Boards:

2009 – Present: Event Planner/Organizer, Annual Mississippi Addiction Conference

- Member, National Association of Drug Diversion Investigators (NADDI)
- Event Planner/Chairman, Hospitality Committee, Midway First Baptist Church, Sumrall MS 2019 – present
- Leader/Teacher, Children's Ministry, Midway First Baptist Church, Sumrall MS

References: Available upon request

Hayley

Broome

Hayley Broome

97 Hickory Grove Church Road, Sumrall, MS 39482
(601) 596-7259
hayleyfarve87@gmail.com

Summary of Qualifications

- Knowledgeable in several areas of business, including finance, management, and marketing
- Microsoft Office Specialist Certification in Excel 2019
- Very proficient in MS Excel, Word, Quickbooks
- Highly organized in maintaining records and documentation of records
- Knowledgeable in appraisals and banking compliance

Education

The University of Southern Mississippi
Bachelor of Science, Business Administration
Hattiesburg, MS, April 2021

Jones County Junior College
Associates of Arts, Business Administration
Ellisville, MS, May 2007

Work Experience

London & Stetelman Commercial Realtors, Bookkeeper, Hattiesburg, MS
(September 2021- Present)

- Manage accounts payable, prepare monthly statements, process move outs, and disburse funds for properties managed.
- Maintain PropertyWare program, including adding and removing owners and properties, managing profiles of employees, and processing various reports.
- Maintain QuickBooks for business accounts, including paying invoices, recording deposits, maintaining and reconciling escrow and operating accounts.
- Figure and disburse commissions for property leases and sales.
- Prepare and Process payroll twice monthly; pay State and Federal Payroll & Unemployment taxes.
- Prepare end-of-year financial statements and 1099s.
- Assist in billing for common area maintenance and taxes and insurance reimbursements.
- Serve as back up for accounts receivable.
- Assist in property management as needed.

Professionals Health Network, Executive Assistant/Case Manager, Hattiesburg, MS
(January 2016 – Present)

- Request and maintain quarterly reports from various healthcare professionals
- Prepare invoices for fees and record payments
- Prepare committee reports bi-monthly
- Maintain current records on participants, including meeting attendance, self-reports, and treatment plans
- Assist in planning annual Mississippi Addiction Conference
- Effectively plan, organize, and operate registration for annual conference
- Use several platforms such as Spectrum360 and Constant Contacts

Citizens Bank, Loan Review Assistant/Appraisal Rotation Manager, Columbia, MS
(November 2007 – January 2016)

- Reviewed all real estate loans and loans over $100,000 for compliance with bank regulations
- Reviewed all real estate loans and loans over $100,000 to make sure they balanced
- Reviewed all appraisals performed by outside appraisers for compliance with bank appraisal requirements
- Developed a rotation system for selection of appraisers as required by FDIC
- Managed appraisal rotation system and ordered appraisals
- Assisted in the development of procedures and guidelines for internal property evaluation

The First, A National Banking Association, Teller, Hattiesburg, MS
(July 2007 – November 2007)

- Completed transactions including receiving deposits and loan payments, cashing checks, withdrawals, and recording deposits.
- Counted and balanced drawer daily

Oak Grove Family Clinic, Receptionist, Hattiesburg, MS
(August 2005 – November 2007)

- Answered phone, scheduled appointments, and took messages for nurses and physicians
- Checked in patients and prepared charts for them to be seen by nurses and physicians
- Received and processed payments
- Entered medical codes and charges for billing and submission to insurance companies for payment

Honors/Awards

- President's List for two semesters at The University of Southern Mississippi
- Dean's List for one semester at The University of Southern Mississippi
- Richard Clark Scholarship 2020-2021
- Bill C. Hudson Jr. Scholarship 2019-2020

- The "J" Award from Jones County Junior College for Academic Excellence 2007

References

- Kacey Cole, Assistant Director – English Language Institute, The University of Southern Mississippi, 118 College Drive, Hattiesburg, MS 39406-0001, kacey.cole@usm.edu, 601-266-4340
- Melinda Andrews McLelland, Ph.D., Associate Professor of Marketing, Department of Marketing & Merchandising, College of Business, The University of Southern Mississippi, 118 College Drive, Hattiesburg, MS 39406-0001, Melinda.McLelland@usm.edu, 601-266-4689
- Gary D. Carr, MD, Medical Director, Professionals Health Network Inc., 5215 Old Hwy 11 Suite 80, Hattiesburg, MS 39402, 601-297-6777

Tom Kepner

TOM KEPNER

105 Club Place

Madison, Mississippi 39110

601-850-2791

2016- present **Professionals Health Network, Inc Hattiesburg MS.**

Responsibilities: Program Development and Outreach. Attend PHN Committee meetings, Interventions when indicated, promote PHN, provide support and guidance to participants

1998 – 2015 **COPAC, Brandon MS 39047**

Responsibilities: Program Development, Compliance, Marketing, Staff Development, Oversight of all Staff and Patient Care. Successful completion of Joint Commission surveys and budgetary responsibilities. Participated in decision making regarding EMR and had oversite over implementation. Also, fulfilled role of Safety
Officer with OSHA Training. Director over 135 beds and 90 FTE's.

1992 -1998 **Pine Grove Next Step (A Division of Forrest General Hospital), Hattiesburg, Mississippi 39401**

Director of Addiction Services

Responsibilities: Program Development, Recruiting and employee retention, Referral Development. Oversight of 68 Beds. Budget development and control. Assisted in bringing Electronic Medical Record online.

1985 -1992 COPAC, Brandon, MS 49047
Counselor from 1985 — 1989
Director of Men's Programing 1989-1992

Responsibilities: Group Therapy, Counseling, Big Book Studies, Individual Therapy.
As Director, responsible for Men's Programming, Referral Development and Outreach, Human Resources and Regulatory standards

1979- 1984 Journeyman Carpenter

Responsibilities: Home building, office construction, road and utility creation

Activities:

Served on theBoard of Directors of Mississippi Association of Alcohol and Drug Abuse Counselors, served as President for two terms

Served on the Board of Directors of National Association of Alcohol and Drug Abuse Counselors

Served on the Board of Directors National Certification Reciprocity Consortium

Implementation of Mississippi Association of Addiction Provisions

Presentations:

Keynote Speaker Mississippi Association of Alcohol and Drug Abuse Counselors

National Association of Alcohol and Drug Abuse Counselors

Legislative Conference in Washington, DC in 1990, 1991, and 1992

Mississippi Lawyers and Judges Annual Meeting, Keynote Speaker

Texas Lawyer's Assistance Program Keynote Speaker

Development of Education and Criteria for monitoring recovering professionals at the Federation and ASAM

Certification:

CADC, NCADC, NCADC I I

References Available on Request

Thomas H Wiggins DMD

Thomas H. Wiggins, DMD

415 Sanctuary Circle

Canton, MS 39046

662-719-7115

Education:

1980–1981 Eastman Dental Center, Rochester NY; Post doctorate degree-General Dentistry

1976-1980 University of Mississippi School of Dentistry, DMD

1975–1976 Delta State University, B.S. Chemistry

1973-1974 Delta State University, M.Ed.

1968-1972 Delta State University, BBA

Employment History:

1981-2022 General practice of Dentistry, Cleveland MS

Professional Activities:

2009- present Professionals Health Network, Inc. PHN Board and Committee since 2009 to present. PHN President since 2022.

2004- 2009 Mississippi Professionals Health Program (MPHP), Committee member.

27 years of sobriety

Deborah V Gross, MD

Curriculum Vitae

Deborah V. Gross, MD, FASAM, DABAM, LFAPA

drdeb@DebMD.com
dgross.jacksonms@pathwayhealthcare.com
601-543-9823

Narrative Summary

Dr. Gross attended medical school at University of Texas at San Antonio and finished her residency as Chief Resident at University of Washington in Seattle. She is the current President of the Mississippi chapter of ASAM. After 40 years of service, Dr. Gross retired from direct care but remains Medical Director of Pathway Healthcare in Jackson, MS, providing collaborative support to a team of physicians and advanced practitioners across four states and multiple clinics, in service of Pathway's mission to help people with psychiatric and addictive disorders.

Dr. Gross is author of a set of three books—*90 Ways in 90 Days: A Personal Workshop for Women with Disordered Eating*—comprising a disordered eating program suitable for women who may or may not also have addictive disorders. The program is based on proven cognitive behavioral techniques and 12-Step recovery concepts and can be used in any treatment setting for women at any stage of motivation for change. The books can also be used in mutual help or book study groups.

Dr. Gross co-authored a chapter in the UK-Wiley-Blackwell textbook *Addictive Disorders in Medical Populations* and was inducted into the American College of Psychiatrists in recognition of contributions to the field. Since its inception in 2009 she has served PHN (Professionals Health Network) in various capacities. Dr. Gross is an American Psychiatric Association Life Fellow, an American Board of Addiction Medicine Diplomate, and an American Society of Addiction Medicine Fellow.

Education

UNIVERSITY OF SOUTHERN MISSISSIPPI

06/1972-08/14/1974
Bachelor of Arts with Highest Honors in English
09/1974-09/1975
Graduate courses in Creative Writing (non-degree)

UNIVERSITY OF TEXAS AT ARLINGTON
1976-1977 science courses (pre-med)

TEXAS A&M UNIVERSITY
1978 science courses (pre-med)

UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO
06/30/1979-07/01/1983
Doctor of Medicine

Post-Graduate Medical Training
UNIVERSITY OF WASHINGTON
School of Medicine
07/01/1983-06/30/1984 Internship
07/01/1984-06/30/1987 Residency in psychiatry

RALPH KLEIN, M.D.
Masterson Institute (New York City)
Individual training in the Masterson Approach, a specialized treatment for personality disorders
1991-1994

American Society of Addiction Medicine certified in Addiction Medicine by examination
12/09/2006

Licensure
Texas
Mississippi
Alabama
Tennessee

Memberships
American Psychiatric Association
Mississippi Psychiatric Association
American Society of Addiction Medicine (ASAM)
Mississippi Society of Addiction Medicine (MSAM)
American College of Psychiatrists

Vice President of Mississippi Society of Addiction Medicine
2019

President of Mississippi Society of Addiction Medicine
2024

Book/Textbook Publications
Gross DV: Beyond the Gold Watch: Living in Retirement. Louisville, KY, Westminster/John Knox Press
1994

Gross DV: Food & Feelings Profile: Scientifically Sound Self Help for Emotional Overeating.
Bay St. Louis, MS
SeaStar: Tools for Creative Wellness

Masters lost to Hurricane Katrina. Never released.
2005

Gross DV, Sledge CC, Ovson EA. Addictive disorders in diseases of women, in Addictive Disorders in Medical Populations. Edited by NS Miller and MS Gold. Chichester, UK, Wiley-Blackwell 2010, pp 439-454.

Gross DV. 90 Ways in 90 Days: A Personal Workshop for Women with Disordered Eating.
A Disordered Eating Intensive Program in a three-book set.
SeaStar Media, 2021

Journal Publications

Gross DV, Sis RF: Scientific writing: The good, the bad, and the ugly
J Vet Med Education 1980: 7(3) Fall
Reprinted *J Vet Radiology & Ultrasound* 2005: 23(4):131-134

Gross DV: Ageism: On raising consciousness. *Texas Medicine*
06/1983

Newspaper/Newsletter/Magazine Publications

"DearDrDeb," monthly column in *The Hancock Reporter* (county newspaper)
Mid 90's-08/29/2005

"Deborah V. Gross, MD," monthly column in *Senior Scene Magazine*
Late 90's-08/29/2005

Gross DV. Q&A column on psychological trauma published for several weeks after 9/11
The Sun Herald, the major newspaper of the Mississippi Gulf Coast
2001

Gross DV. In order to heal you have to feel.... *Beyond Change: Information Regarding Obesity and Obesity Surgery.* Guest columnist for column, "Psychologically Speaking," pp 7, 10.
11/2005

Gross DV: Women and weight: In order to heal, you have to feel. *Our News*, Vol. II (II): 8-9.
03/2006

Gross DV: Receiving with gratitude. *Pine Grove Alumni Quarterly, Winter 2006-2007*, p 3.

Audiocassette Series

Tape 1 Food & Feelings 101: The Basics
Tape 2 Food & Feelings 101: Stress Management for Overeaters
Tape 3 Food & Feelings 101: Relationships
Tape 4 Food & Feelings 101: Personal Symbols for Overeaters
Tape 5 Food & Feelings 101: Body Image and Emotional Pain

Recorded by *SeaStar: Tools for Creative Wellness* at Studio Palm in Pass Christian, MS 2002. Remainders and masters lost to Hurricane Katrina.

Food & Feelings Interactive (Live) Lecture Series 1999-2000

Why Do I Do This to Myself?
Who Am I if I'm Not My Weight?
Stress Management for Overeaters
I Love My Family but They Get on My Nerves
Hungry, Empty, and Just Plain Tired: Feeding Your Creative Self
Why Does It Hurt So Much to Be Fat?

If I Hate My Body, Can I Ever Like Me?
Anger, Depression, Grief, and Loss
What Absolutely, Positively Does Not Work (and How to Stop Doing it...)
Eating Disorders Disordered Eating and Relapse Prevention
(Presented at Center for Health Management, Gulfport, MS)

Television and Videotape

Expert panel member for 26 weekly television shows on The Doctor Diet® Show
WLOX-TV 13
Biloxi/Gulfport, MS
1998

Continuing Education/Professional Lectures

Katrina: A Psychiatrist's Experience of Disaster Trauma
Mississippi Psychiatric Association Annual Meeting
Greenwood MS
2005

Where Angels Fear to Tread: Integrated Treatment of Women with Addiction and Eating Disorders
With Chapman Sledge, MD and Mark Gold, MD
American Society of Addiction Medicine, 38th Annual Medical-Scientific Conference
Miami FL
2007

Gender Responsive Outpatient Treatment of Eating Disorders in Women
Mississippi Psychiatric Association Annual Meeting
Jackson MS
2010

Ticks, Fleas, Horses and Zebras: The Conundrum of Co-Occurring Disorders
Cumberland Heights Treatment Center
Nashville TN
2010

Gender Responsive Outpatient Treatment of Eating Disorders in Women
Workshop for Therapists
Jackson MS
2010

Sedative-Hypnotics, Anxiety and Insomnia
Mississippi Nursing Association Controlled Substances Workshop
Madison MS
2010

Process Addictions
With Denise Marsters, CADAC, CSAT
Mississippi Addictions Conference
Jackson MS
2011

Women's Issues in Recovery
Mississippi Addictions Conference
Jackson MS
2011

90 Ways to Eating Disorder Recovery
Emerging Behavioral Health Care Trends and Advancing Treatment
Jackson MS
2011

Motivational Interviewing in Everyday Clinical Practice
Mississippi Addictions Conference
Jackson MS
2012

Motivational Interviewing for Tobacco Cessation
Mississippi Tobacco Quitline Staff
Ridgeland MS
04/25/2012

The Complexity of ADHD in Adults
"I Just Drink A Few Beers at Night..." Substance Use Disorders
Antidepressants Don't Work, Doc: Bipolar Spectrum in Adults
Internal Medicine for Primary Care: Cardiovascular/Gastroenterology/Neurology/Psychiatry
Medical Education Resources
Key West FL
02/2016

Depressive Disorders in Women
Anxiety Disorders in Women
Other Psychiatric Disorders in Women
Psychiatric Case Presentations
Women's Health for Primary Care
Medical Education Resources
Orlando FL
04/2016

Boots on the Ground!
Practical Tips for Difficult Clinical Encounters in Residential Treatment
Clinical Assistants' In-service
The Ranch Mississippi (COPAC)
05/2018

Practical Pointers for Managing Personality Disorders & Difficult Clinical Situations
28th Annual Mississippi Association of Addiction Professionals Conference
Strengthening Our Roots: Counseling Basics
06/2018

No, We Can't Treat Just One: Meeting the Challenge of Co-Occurring Disorders
Mississippi Public Health Institute
09/2018

FAQs for Families
Updated and given at Family Weekends at COPAC TRM
09/2018

Stormy Monday: Addiction and the Personality Disorder
Mississippi Addictions Conference
03/6/2019
(Slides available at debMD.com.)

Prescribing for Psychiatric Conditions in Safety Sensitive Workers
2021 Virtual Prescribers' Summit: Controlled Substances Update
Video links available 04/16/2021-12/31/2021

Burnout: What It Is, What It Isn't, How to Fix (or, Better Yet, Prevent) It
Society of Professional Journalists, Florida Chapter
12/10/2021

CBT and the 12: Using CBT Principles with 12-Step Concepts
14th Annual Mississippi Addictions Conference
02/17/2022

Dental Prescribing for Safety Sensitive Workers
Mississippi PHN Dental Conference
9/22/2023

Safety Conscious Prescribing for Higher Risk Patients
MPHP Subscribers' Summit
04/23/2024

The Head Bone's Connect to the Rest of the Body: Clue into Emotional Wellbeing!
MS Dental Association, 149th Annual Session
06/06/2024

Concurrent Treatment of Addiction and Disordered Eating in Women
2024 Annual FLPRN Conference
09/07/2024

Internet
Compulsive Overeating
www.healthyplace.com

Blog established 2019
www.debMD.com

Burnout: What It Is, What It Isn't, How to Fix or (Better Yet) Prevent It...
2022 Florida Journalists Association, delivered virtually
12/10/2021

DebMD: Psychiatrist Online
Monthly Newsletter
2023-2025

Experience in Medical Practice
ST. JOSEPH'S HOSPITAL
"Weekend Psychiatrist" (moonlighting during residency)
Tacoma, WA
1984-1987

ALTA GROUP (private practice of psychiatry, now defunct)
St. Paul, MN
1987-1988

SOLO PSYCHIATRIC PRACTICE
St. Paul, MN
1988-1994

MEMORIAL HOSPITAL AT GULFPORT
Director of Psychiatric Services
Gulfport, MS
1994-1996

CENTER FOR HEALTH MANAGEMENT
Staff Physician and Director of Psychiatry
Gulfport, MS
1996-2000

SOLO PSYCHIATRIC PRACTICE
Bay St. Louis, MS
1994-2005

SOUTH MISSISSIPPI PSYCHIATRIC GROUP
Staff Psychiatrist
Hattiesburg, MS
2005-2006

PINE GROVE WOMEN'S CENTER
(Residential treatment facility for women with eating disorders and addiction)
Director of Psychiatry
Hattiesburg, MS
2005-2009

PSYCAMORE PARTIAL HOSPITAL PROGRAM
Staff Psychiatrist
Flowood, MS
07/2009-07/2011

DIRECTOR OF PSYCHIATRY AND ADDICTION MEDICINE
A Bridge to Recovery
Ridgeland, MS 06/2009-10/2017

PRIVATE PRACTICE OF PSYCHIATRY AND ADDICTION MEDICINE
Flowood, MS 07/2010-07/2011
Jackson, MS 07/2011-summer of 2013
Ridgeland, MS Summer 2013-fall of 2017
Brandon, MS Summer 2014-fall of 2017

PSYCHIATRIST AND ADDICTIONOLOGIST
COPAC The Ranch Mississippi (now defunct)
10/2017-01/2019

MEDICAL DIRECTOR
COPAC The Ranch Mississippi (now defunct)
11/2018-01/2019

PSYCHIATRIST ON PRETRIAL FORENSICS SERVICE
Mississippi State Hospital (Whitfield)
01/30/2019-06/14/2019

PSYCHIATRIST, ADDICTIONOLOGIST AND MEDICAL DIRECTOR
Pathway Healthcare
Jackson, MS
06/28/2019-present

EXECUTIVE DIRECTOR
Pathway Healthcare Mental Health of Mississippi Certification
06/11/2020-present

STATE LEAD, MISSISSIPPI
Pathway Healthcare
03/29/2022-present

Other (Non-Clinical) Experience
TECHNICAL WRITING CONSULTANT
Texas A&M University School of Veterinary Medicine
Department of Veterinary Anatomy
1977-1979

CHIEF OF PSYCHIATRY
National Alliance for the Treatment of Obesity
1997-2005

SEASTAR: TOOLS FOR CREATIVE WELLNESS™
President, CEO and Founder 1997-2007

TOPIC EDITOR SPECIALIST
Alcoholism, Cocaine Dependence, Gambling and Bipolar Disorder
FIRSTConsult.com
Elsevier of London's online medical information service for physicians and medical students
2005-2018

PROFESSIONALS HEALTH NETWORK
(Provides monitoring and advocacy for licensed professionals with potentially impairing illness)
Committee Member 2009-present
Board of Directors 2013-present
Vice President 2021-present

EDITOR IN CHIEF
PHN News (newsletter for Professionals Health Network)
August 2011-2016

EDITORIAL COMMITTEE MEMBER
Psychiatrists In-Practice Exam (PIPE)
2012-2017

FOUNDER, CEO, EDITOR-IN-CHIEF
SeaStar Media
2015-present

EDITOR
URGES Urge Reduction by Growing Ego Strength: Trauma Resolution, Urge and Symptom Reduction Therapy
Created and developed by Jennifer Barbieri, LCSW
Edited by Deborah V. Gross, MD

Published by SeaStar Media, 2017

Accompanying CD, *URGES Relaxation & Guided Imagery* by Jennifer Barbieri, LCSW
Recorded at SeaStar Media Studio
Released in 2016.

LECTURER for MEDICAL EDUCATION RESOURCES
2016-2017

PRESIDENT
Mississippi Society of Addiction Medicine
2023-2025

Academic Appointments

CHIEF RESIDENT
University of Washington
07/01/1986-06/30/1987

CLINICAL FACULTY
University of Minnesota
1989-1994

ADJUNCT FACULTY
Health Psychology
University of Southern Mississippi
2004/2005 (taught fall semester course)

COURTESY CLINICAL ASSISTANT PROFESSOR
Department of Psychiatry
University of Florida
07/2006-2009

AFFILIATE ASSISTANT PROFESSOR
Department of Psychiatry and Human Behavior
University of Mississippi Medical Center
10/2009-2017

Research

During her school years, Dr. Gross worked on research projects, collecting and organizing data and/or writing and editing the results. While at Texas A& M University, Dr. Gross worked full time as Technical Writing Consultant for the Department of Veterinary Anatomy. Working directly with then-Chair Raymond F. Sis, DVM, she wrote and edited grant proposals for funding and research articles for publication in scientific journals.

Certifications

Certified in Psychiatry by the American Board of Psychiatry and Neurology, 10/1988
Certificate #30823

Certified in Addiction Medicine via examination, by the American Society of Addiction Medicine 2006
Certificate #020825

Diplomate, American Board of Addiction Medicine, 04/2009

Fellow, American Psychiatric Association 2010

Member, American College of Psychiatrists 2012

Life Fellow, American Psychiatric Association 2017

Fellow, American Society of Addiction Medicine 2017

Jennifer Trihoulis, MD

Jennifer Trihoulis, MD, MPH
Curriculum Vitae

Business Address:
1137 Hwy 98 Bypass
Columbia, MS 39429

Phone: 601-336-2220
Fax: 601-633-0413
Email: adultpsych@gmail.com

Education

07/2004 - 06/2008 **University of Mississippi Medical Center, Jackson, MS**
Medical internship and general psychiatry residency training

08/2000 - 05/2004 **University of Mississippi Medical School, Jackson, MS**
Medical Degree

01/1996 - 05/1997 **Tulane School of Public Health and Tropical Medicine**
Master's Degree in Public Health

08/1992 - 12/1995 **University of New Orleans, New Orleans, LA**
BS, Biological Sciences, minor in Sociology

08/1990 - 08/1992 **Loyola University, New Orleans, LA**
Sociology curriculum

Certifications

12/2010 Diplomate of the American Society of Addiction Medicine – #2010479

06/2009 Diplomate of the American Board of Psychiatry and Neurology – #60188

Buprenorphine prescriber DEA# FT0141541

Advanced Cardiac Life Support (certification through 2/2027)

Licensure

01/2007 State of Mississippi, Medical License – #19631

Prescription Privileges

Drug Enforcement Agency practitioner # FT0141541, approved for schedules 2, 2N, 3, 3N, 4, 5

Drug Enforcement Agency practitioner # XT0141541, approved buprenorphine prescriber

Hospital Privileges

Covington County Hospital, Collins, MS 6/2024 - present

Merit Wesley Hospital, Hattiesburg, MS 4/2018 - 3/2023

Pearl River County Hospital, Poplarville, MS 11/2011 - 12/2019

South Mississippi State Hospital, Purvis, MS 05/2013 - 05/2014

Forrest General Hospital, Hattiesburg, MS 02/2007 - 2/2011

Pine Grove Behavioral Health and Addiction Services, Hattiesburg, MS 02/2007 - 12/2011

Brentwood Behavioral Health, Jackson, MS 05/2007 - 05/2009

Professional Experience

06/2023 – Present **Medical Director, Covington County Hospital Outpatient Psychiatric Services**
Collins, MS
Duties include development and implementation of policies and procedures for a new clinic serving adults, adolescents and children with psychiatric and addictive disorders in a rural and underserved area as well as oversight of clinical staff including licensed therapists and psychiatric nurse practitioners. Clinical responsibilities include direct patient care 8-10 hours per week utilizing a biopsychosocial model incorporating medication management, psychotherapy and laboratory testing.

07/2022-Present

Contract Psychiatrist, Pine Belt Mental Health Center
Hattiesburg, MS
Duties include collaboration with psychiatric nurse practitioners working in a community mental health center, completing monthly chart reviews in compliance with state laws and attending monthly staff meetings and case conferences.

12/2011 - Present

Private Practice of General Psychiatry and Addiction Medicine
Columbia, MS
Duties include evaluation, treatment and monitoring of psychiatrically ill and addicted adults in the outpatient setting utilizing medication management, psychotherapy and laboratory testing. Medication assisted treatment of opioid dependence utilizing buprenorphine is available for appropriate patients.

04/2018-03/2023

Medical Director, Merit Wesley Senior Behavioral Health
Duties included planning, coordinating and implementing psychiatric care for inpatient and outpatient service lines specific for adults 55 and above. Responsibilities included supervision and training of multidisciplinary staff, utilization review, chart auditing and coordination of care with primary care providers and other care providers in the hospital setting and in the community.

09/2017- Present

Medical Director, A Bridge to Recovery Intensive Outpatient Program
Jackson, MS
Duties include planning, coordinating and implementing treatment for patients suffering from dual-diagnosis conditions including addictive disorders, process disorders, eating disorders and personality disorders. Responsibilities include evaluation of patients entering the program, prescribing appropriate medications, monitoring patient compliance with urine toxicology and leading a treatment team of master's level therapists who perform individual and group therapy.

05/2013 – 05/2014

Staff Psychiatrist, South Mississippi State Hospital
Purvis, MS
Duties include evaluation and management of acutely decompensated severely mentally ill patients hospitalized on an involuntary basis.

11/2011 – 01/2020 **Psychiatric Medical Director, Pearl River County Hospital**
Poplarville, MS
Duties included collaborative supervision of psychiatric advanced practice psychiatric nurse practitioners in the outpatient setting. Responsibilities included direct patient care, monthly chart auditing, serving as a resource for staffing complex patients and monitoring for compliance with medical and nursing licensure board compliance requirements.

02/2007 - 12/2011 **Forrest General Hospital, Pine Grove Behavioral Health and Addiction Services - Adult Psychiatrist**
Hattiesburg, MS
Duties included evaluation and treatment of mentally ill patients covering the continuum of care from outpatient clinic to acute inpatient settings. Responsibilities included coverage of consults for dual-diagnosis patients at men's and women's 90-day residential chemical dependency treatment centers as well as for the consult-liaison service at Forrest General Hospital.

05/2007 - 05/2009 **Brentwood Behavioral Health, Jackson, MS**
Adult, Child and Adolescent Psychiatrist
Jackson, MS
Duties included evaluation and treatment of mentally ill adults and children in an acute care setting. Participated in weekday and weekend call rotation.

03/2007 - 06/2007 **Alternatives for Life, Jackson, MS**
Physician
Jackson, MS
Performed yearly physical examinations required for patients maintained on methadone.

12/1998 - 10/1999 **Columbia, HCA**
Marketing Manager
New Orleans, LA
Duties included coordinating and reviewing administration of enteral nutrition products used in acute and long-term settings.

07/1998 - 11/1998 **Organon, Inc., Jackson, MS**
Pharmaceutical Sales Representative
Jackson, MS
Represented pharmaceutical products used in anesthesiology, psychiatry and urology directly to clinicians.

09/1997 - 08/1998 **St. Charles General Hospital, New Orleans, LA**
Community Health Educator
New Orleans, LA
Provided health education to the elderly and promoted hospital specialty programs in bariatric surgery, diabetic foot care and geriatric psychiatry.

07/1997 - 07/1998 **Royal Sonnesta Hotel, New Orleans, LA**
Server
New Orleans, LA
Preparation and service of food and beverages for hotel guests.

06/1997 - 07/1997 **Tulane University Medical Center, New Orleans, LA**
Assistant Grant Writer
New Orleans, LA
Assisted in preparation of grants for Tulane Medical Center.

Memberships

Mississippi Psychiatric Association

Mississippi State Medical Association

American Society of Addiction Medicine (fellow)

Research Experience

2007 - 2008 Collaborated with Department of Trauma Surgery at University of Mississippi Medical Center in a retrospective study of trauma patients. Co-investigator, Robert Schmieg MD. Preliminary findings presented at Psychiatry Grand Rounds: *Examining the Relationship Between Trauma and Substance use at UMC; A Feasibility Study for Implementing Screening and Brief Intervention*. This experience included developing a protocol that was Institutional Review Board approved.

1997 - 1998 Request for Proposal: *Homeless Youth: An Ethnographic Survey of Psychosocial Stressors*. Faculty Mentor, Dr. Betina Beach, DrPH, Department of Community Health Sciences, Tulane University of Public Health and Tropical Medicine.

Teaching

10/2022 - Present	Clinical Instructor for William Carey School of Medicine
01/2010 - 12/2011	Clinical Instructor for Pikeville School of Osteopathic
09/2008 - Present	Clinical Instructor for University of Mississippi Medical Center

Stuart Milan

PMHNP

Stuart Milan, PMHNP

Stuartmilan57@gmail.com
601-209-7275

Education:

1999 University of Mississippi, Master's Degree in Nursing

Certification:

Psychiatric Nurse Practitioner (PMHNP)

Employment History:

2019 – Present Psychiatric Nurse Practitioner (PMHNP). Psychiatric Nurse Practitioner specializing in addictive disorders

1989- 2019 Psychiatric Nurse Practitioner (PMHNP), Psychiatric Nurse Practitioner specializing in addictive disorders

Section 10

Additional Information Not Specifically Requested

1. Mississippi Secretary of State Confirmation
2. PHN Bylaws
3. PHN Policies/Procedures
4. Sample Memorandum of Understanding
5. Sample Contract
6. Conflict of Interest Statement/Signature Form
7. Conflict of Interest Disclosure Statement
8. Assurance of Confidentiality Form
   a) Project Blue Print Article

Mississippi Secretary of State Certification

Professionals Health Network, Inc

Michael Watson
SECRETARY OF STATE

STATE OF MISSISSIPPI

CERTIFICATE OF REGISTRATION

I, Michael Watson, Secretary of State of the State of Mississippi, in accordance with the provisions of the laws of the State of Mississippi, do hereby certify:

PROFESSIONALS HEALTH NETWORK, INC.

File Number: 100016007

has registered with this Office as a charitable organization under the Mississippi Charitable Solicitations Act.

This Certificate of Registration expires on 05/15/2026.

REGISTRATION BY THE SECRETARY OF STATE DOES NOT IMPLY ENDORSEMENT. THE SECRETARY OF STATE DOES NOT ENDORSE THIS OR ANY OTHER CHARITABLE ORGANIZATION.

Given under my hand and seal of office
this 10th day of April, 2025

Michael Watson

Professionals Health Network

Bylaws

Professionals Health Network, Inc

BYLAWS

OF

PROFESSIONALS HEALTH NETWORK, INC.

A NONPROFIT CORPORATION

PREAMBLE

These bylaws are subordinate to and governed by the provisions of the articles of incorporation of this corporation.

ARTICLE I.

Offices

Section 1. Principal Office. The principal office of the corporation means the office so designated in the articles of incorporation, as amended, filed with the Mississippi Secretary of State. The principal office of the Corporation in the State of Mississippi shall be located at 5192, Old Hwy 11, Suite 1, Hattiesburg, MS. The corporation may have such other offices, either within or without the State of Mississippi, as the board of directors may designate or as the corporation may require from time to time.

Section 2. Registered Office. The registered office of the corporation means the registered office so designated in the articles of incorporation, filed with the Mississippi Secretary of State.

Section 3. Objectives and Dedication. This Corporation is organized and shall operate as an exempt charitable and educational organization within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or similar provision of any future revenue law, without profit to any officer or director and the Corporation. The Corporation is incorporated under the laws of the State of Mississippi for the purpose of providing assistance to Mississippi licensed professionals who may be suffering from potentially impairing conditions or illnesses, and such other purposes including, but not limited to, the following:

a. To provide a confidential, non-punitive alternative to disciplinary sanctions for licensed professionals who suffer from potentially impairing illnesses or conditions, including chemical dependency, psychiatric illness, sexual disorders, personality disorders, and impairing physical illnesses who voluntarily seek or are motivated to accept intervention, evaluation, treatment, monitoring, and continuing care for their potentially impairing condition(s);

b. To provide for the early identification of licensed professionals with potentially impairing illness(es) and to provide for timely intervention, effective rehabilitative efforts, and monitoring in order to protect the public health and safety and to ensure the continued availability of skilled, highly trained licensed professionals for the benefit of the public;

c. To educate licensed professionals, their professional organizations and boards and the public regarding Substance Use Disorders, Addictive Illness, Psychiatric Illness and other potentially impairing illness, conditions, and disorders; and

d. To further educate licensed professionals of programs available for education, evaluation, treatment, and continuing care.

Section 4. Non-Discrimination Policy. The corporation is committed to equal opportunity and fair and equitable treatment for all without regard to race, color, ethnicity, national origin, sex, religion, age, disabling condition, political affiliation, marital status, or prior statutory, constitutionally protected activity. No such discrimination shall be due to race, color, ethnicity, national origin, sex, religion, age, disabling condition, political affiliation, marital status, or prior statutory, constitutionally protected activity.

ARTICLE II.

Board of Directors

Section 1. General Powers. The business and affairs of the corporation, guided by the mission and goals of Professionals Health Network, Inc., shall be managed by its board of directors in accordance with the Bylaws of the corporation and in agreement with the above-stated Objectives and Dedication.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall be composed, generally, of one or more representatives from each profession contractually serving with PHN which may include past program participants, professional association members, or prior professional board members. Current professional board members may be considered if there are no conflicts of interest; three or more members of the Professionals Health Network Committee. The Board of Directors may elect to appoint a public member to the Board at its discretion. Directors may be placed into nomination by the Professionals Health Network, by referral from a professional society or regulatory board, or by recommendation of a PHN Board member and shall be elected by the Board of Directors at the annual or called meeting of the directors.

The initial directors shall be identified by an Action of the Incorporator. Each director shall hold office for a period of three (3) years following such member's election and until such member's successor is designated and shall at the end of his or her term be eligible for reappointment. Directors need not be residents of the State of Mississippi.

Section 3. Management. The Board of Directors shall manage the business of the Corporation. In the management and control of the property, business and affairs of the Corporation, the Board of Directors is hereby vested with all the powers possessed by the Corporation itself, so far as this delegation of authority is not inconsistent with the laws of the State of Mississippi, the Internal Revenue Service Code of 1986, as amended or similar provision of any future revenue law, the Articles of Incorporation of the Corporation, or with these Bylaws.

Section 4. Resignation and Vacancies. Any Director may resign by giving written notice to the Secretary of the Corporation. Such resignation shall be effective in accordance with its terms or upon receipt by the Secretary of the Corporation if no date of resignation is specified. Any vacancy occurring in the Board of Directors or in a directorship to be filled by reason of any increase in the number of directors, may be nominated by the Professionals Health Network Committee, a professional association or regulatory board, or suggested by a PHN Board member but must be filled by the PHN Board of Directors. A director elected or appointed to fill a vacancy shall be elected for the unexpired term of the director's predecessor in office.

Section 5. Compensation. The Directors shall not receive compensation for their services as Directors, but the Board of Directors may authorize reimbursement for expenses incurred by Directors in connection with the performance of their duties as Directors on behalf of the Corporation.

ARTICLE III

Meetings of the Board of Directors

Section 1. Annual Meetings. The annual meeting of the Board of Directors shall be held during the first two weeks of November at a time and place selected by the Board of Directors for the purpose of electing new directors and officers and the transaction of such business as may come before the annual meeting. Board members with conflicts may attend the meeting by phone (See Section 9 of this ARTICLE III).

Section 2. Regular Meetings. The Board may provide by resolution the time and place for holding of regular meetings without other notice than such resolution. A regular meeting may be held either within or without the State of Mississippi. A regular meeting of the board of directors shall be scheduled and held during the first two weeks of November at a time and place selected by the Board.

Section 3. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of any officer, at the request of the Medical Director/CEO/ Board Chairman or at the request of at least two (2) Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors as called by them. Special meetings of the Board of Directors may be conducted via conference call.

Section 4. Notice of Special Meetings. Written notice of the date, time and place of any special meeting shall be given at least five (5) prior to the special meeting. The notice shall be delivered personally or mailed to each director at such director's address as it appears in the records of the corporation. If mailed, such notice shall be deemed to be delivered the earlier of three (3) days after deposit in the United States mail, postage prepaid, to such director's address as it appears in the records of the corporation, or when received. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except as otherwise provided by these Bylaws, neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors, need be specified in the notice or waiver of notice of such meeting.

Any annual, regular or special meeting of the board of directors may be conducted through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5. Place of Meeting. The board of directors may designate any place, either within or without the State of Mississippi, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the corporation in the State of Mississippi.

Section 6. Quorum. At any meeting of the Board of Directors of the Corporation, the presence of a majority of the Directors in person or participating by telephone shall constitute a quorum for the transaction of business.

Section 7. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the full Board of Directors, except as provided by law or these Bylaws.

Section 8. Action Without a Meeting. Any action required or permitted may be taken without a meeting if the action is taken by all of the members of the board of directors. The action must be evidenced by one or more written consents describing the action taken signed by all of the directors and delivered to the corporation for inclusion in the minutes or filed with the other appropriate corporate records and may be combined with an action by members without a meeting.

Section 9. Participation By Telephone. Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 10. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for the reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purposes if the material facts as to the Director's or Directors' relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of all of the disinterested directors, even though the disinterested directors be less than a quorum. Each Director shall be required to execute a Conflict-of-Interest Statement which shall be placed in the corporate minute book.

Section 11. Rules of Order. All questions of parliamentary procedure which are not specifically covered by provisions of these Bylaws shall be governed by the Sturgis Standard Code of Parliamentary Procedure.

Section 12. Removal and Resignation. Any director may be removed by a vote of two-thirds (2/3) of the full board of directors with or without cause whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any director may resign at any time by giving written notice to the board of directors of the corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Each member of the Board of Directors is required to attend not less than seventy-five percent (75%) of regularly schedule Board meetings barring an excused absence.

Section 13. Vacancies. Any vacancy occurring in the board of directors, including a vacancy created by reason of an increase in the number of directors, may be filled on a vote of two-thirds (2/3) of the full board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office or until the next annual meeting if the vacancy is by an increase in the number of directors and is eligible for reelection.

Section 14. Compensation. No director of the corporation shall receive any compensation whatsoever for or in connection with services as a director of the corporation. However, the aforementioned sentence by no means limits an individual who serves jointly as both a director and an employee of the corporation and therefore

receives reasonable compensation for any such services performed as an employee of the corporation.

Section 15. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any matter is taken shall be presumed to have assented to the action taken unless (1) such director objects at the beginning of the meeting (or promptly upon such director's arrival) to holding it or transacting business at the meeting; (2) such director's dissent or abstention from the action taken is entered in the minutes of the meeting; or, (3) such director delivers written notice of such director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after the adjournment of the meeting. Such right to dissent is not available to a director who votes in favor of the action taken.

Section 16. Order of Business. The usual order of business at meetings of the board of directors shall be as follows:

(1) Roll call; determination of quorum.
(2) Reading of the minutes of the preceding meeting.
(3) Election of directors at an annual meeting of the board.
(4) Election of officers at an annual meeting of the board.
(5) Consideration of communications to the board.
(6) Reports of officers and committees.
(7) Unfinished business.
(8) New business.

Section 17. Chairman of the Board of Directors. The President shall serve as the chair of the board of directors. The Chair of the PHN Committee shall serve as the Vice President of the Board of Directors. With respect to issues regarding the compensation, employment contract or other issues regarding the Medical Director, the Medical Director shall have the opportunity to present information to the Board of Directors relevant to such issue(s) but shall then recuse himself or herself from the meeting of the Board of Directors to allow the other remaining members of the Board of Directors an opportunity to discuss and vote on any such issue(s).

ARTICLE IV

Committees of the Board of Directors

Section 1. Executive Committee. Subject to the provisions of ARTICLE XI of these Bylaws, the Executive Committee shall be comprised of all of the officers of the Corporation, including the Chairman (President) of the Board, Medical Director/CEO of the corporation, the Vice Chairman (Vice-President) of the Board/Chair of the Committee, the Secretary/Treasurer, the Executive Director and one (1) other Board member selected by the Board of Directors. Subject to Section 16 of ARTICLE III and other provisions of these Bylaws, between meetings of the Board of Directors, the

Executive Committee shall have the power of and exercise the authority of the Board of Directors in the management of the Corporation, except as to the election or removal of Officers or Directors of the Corporation, the amendment or repeal of these Bylaws or any other matters or concerns which the Board of Directors are required by law, the Articles of Incorporation, or these Bylaws to act. The Executive Committee shall advise the Board of Directors on all significant matters pertaining to the affairs of the Corporation and shall have and may exercise such specific power and perform such specific duties as prescribed by these Bylaws or as the Board of Directors shall from time to time prescribe or direct by resolution. The Executive Committee may act by a majority of its members at a meeting or by a writing or writings signed by all of its members. The Executive Committee may request ratification of its acts by the Board of Directors at any regular, special or annual meeting of the Board of Directors.

Section 2. Other Committees. Other committees may be appointed by the Chair of the Board and Medical Director/CEO with the concurrence of the Board of Directors as may be deemed necessary or desirable for the proper administration and operation of the Corporation. Each such committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors.

ARTICLE V

Advisory Board

The Corporation may have an Advisory Board made up of ex-officio directors who shall be elected by a unanimous vote of the Board of Directors at the annual meeting. The ex-officio directors may advise and consult with the Board of Directors but shall have no vote on any corporate matter.

ARTICLE VI.

Officers

Section 1. Number. The officers of the Corporation shall consist of (1) the Medical Director who shall serve as the Chief Executive Officer, the President of the Board, the Vice-President, the Secretary/Treasurer, the Executive Director who shall serve as Chief Financial Officer and (3) one (1) other officer selected by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the corporation shall be elected at the annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Each officer shall hold office until such officer's successor shall have been duly elected and shall have qualified or until such officer's death or until such officer shall resign or shall have been removed in the manner hereinafter provided. Any officer may succeed

himself or herself. The duties, as set forth herein, are for guidance only and may be changed, amended and/or overseen by action of the directors.

Section 3. Removal and Resignation. Any officer may be removed at any time with or without cause by a vote of two-thirds (2/3) of the full board of directors whenever, in its judgment, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the board of directors of the corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification or otherwise, may be filled via recommendation by the Professionals Health Network Committee, or recommendation of a professional association or regulatory board, or suggested by a board member and affirmative vote by the Board of Directors for the unexpired portion of the term.

Section 5. Medical Director/Chief Executive Officer. The Medical Director shall serve as the Chief Executive Officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. The Medical Director is responsible for overseeing all aspects of Professionals Health Network, Inc.'s corporate operations, clinical case management, and educational endeavors and will assure the corporation's activities are consistent with the principles of quality improvement. The Medical Director/CEO will be a non-voting member of the corporation's Board of Directors. He or she will function in accordance with clinical policies and procedures of the corporation and shall exercise independent clinical judgment in concert with the Professionals Health Network, Inc.'s Committee, as appropriate, in the provision of client services. The Medical Director will work closely with the Executive Director and the corporation's staff on matters of mutual responsibility regarding the appropriate operation of the corporation. The Medical Director acting alone or with the Executive Director, or any other proper officer of the corporation authorized by the board of directors, or any other person authorized by the board of directors, may sign deeds, notes, mortgages, bonds, contracts, checks, security instruments, authorizations, assignments, or other instruments which the board of directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the board of directors or by these bylaws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of Medical Director and such other duties as may be prescribed by the board of directors from time to time.

Section 6. President: In the absence of the Medical Director/CEO or in the event of the CEO/Medical Director's death, inability, or refusal to act, the President shall perform all duties of the Chief Executive Officer .

Section 7. Vice-President: . In the absence of the president or in the event of the president's death, inability or refusal to act, the vice-president shall perform the duties of

the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president; and shall perform such other duties as from time to time may be assigned to such vice-president by the president or by the board of directors.

Section 8. The Executive Director. The Executive Director is responsible for the administration and management of program operations and activities, including areas of budget and finance, personnel, community and public relations, program participant services, risk management, program planning and development. The Executive Director's responsibilities shall be performed in collaboration with the Medical Director in areas of operations, participant services, community and public relations and development to achieve the goals and objectives of the corporation. The Executive Director is responsible for a positive working relationship with the Medical Director, staff, Board of Directors, state boards and professional associations, the public and referral sources aimed toward achievement of the corporation's Mission. The Executive Director will work closely with the Secretary/Treasurer of the Corporation in regard to record keeping and financial documents.

Section 9. The Secretary. The Secretary and shall: (a) keep the minutes of the proceedings of the board of directors in one or more books provided for that purpose; (b) authenticate documents of the corporation as needed; (c) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (d) be custodian of the corporate records and see that the corporate records are in order; (e) keep a register of the address of each director which shall be furnished to the secretary by such director; and (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary by the Medical Director or by the board of directors. As the documents are housed in the Professionals Health Network office, the Executive Director will work under the direction of the Secretary to ensure all documents/records are maintained in an orderly manner.

Section 10. The Treasurer. In addition to serving as the Secretary of the corporation, this person shall also serve as the Treasurer. As the financial records are housed in the Professionals Health Network office, the Executive Director shall work under the direction of the Treasurer of the corporation and be responsible for the following: (a) to have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of ARTICLE IV of these bylaws; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to such treasurer by the Medical Director or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of the treasurer's duties in such sum and with such surety or sureties as the board of directors shall determine. The Executive Director shall work closely with the Treasurer to ensure all duties above are carried out.

Section 11. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the Medical Director or the board of directors.

Section 12. Salaries. The Medical Director and Executive Director as employees of the Corporation shall receive compensation for their services on behalf of the Corporation. The other Officers shall not receive compensation for their services as Officers of the corporation, but the Board of Directors may authorize reimbursement for expenses incurred by Officers in connection with the performance of their duties as Officers on behalf of the Corporation.

ARTICLE VII.

Contracts, Loans, Checks and Deposits

Section 1. Contracts. The board of directors may authorize any officer or officers, agent, or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or may be limited to specific instances and, at the board's discretion, as defined by written policy.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or limited to specific instances.

Section 3. Checks, Drafts and Other Financial Instruments. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation, shall be signed by the Medical Director/CEO and in his or her absence, by the Executive Director.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VIII.

Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE VI.

Distributions from the Corporation

Section 1. Objective. This corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under IRC Section 501(c)(3) and which are described in each of Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law). Distributions from the corporation shall be made for such activities or to such organizations as selected by the board of directors and in the amount that such directors may determine. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section (a) hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, this corporation shall not carry on or engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation or that are not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or a corporation, contributions to which are deductible under 170(c)(2) of the Internal Revenue Code, or the corresponding provisions of any future U. S. Internal Revenue law.

Section 2. Manner and Timing of Distributions. Distributions from this corporation shall be made in the following manner:

1. The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

2. The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Revenue Law).

3. The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Revenue Law).

4. The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986

(or the corresponding provisions of any future United States Internal Revenue Law).

5. The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

Section 3. Income Tax Reporting. The officers of the corporation shall file Form 990T (or the corresponding form as required by the Internal Revenue Service) on or before the 15th day of the fifth month following the close of the corporation's taxable year. In addition, the officers of the corporation will publish in a timely fashion all notices required for the filing of Form 990T.

ARTICLE IX.

Waiver of Notice

Whenever any notice is required to be given to any director of the corporation under the provisions of these bylaws or under the provisions of the articles of incorporation or under the provisions of the laws of the state of incorporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in the notice and filed with the minutes or corporate records, shall be deemed equivalent to the giving of such notice.

ARTICLE X.

Executive Committee

Section 1. Appointment. The Executive Committee shall be comprised of the Officers of the corporation as set forth in Section 1 of ARTICLE IV of these Bylaws. The designation of such executive committee and the delegation thereto of authority shall not operate to relieve the board of directors, or any member thereof, of any responsibility imposed by law.

Section 2. Authority. The executive committee, when the board of directors is not in session, shall have and may exercise all of the authority of the board of directors except to the extent that such authority is limited by the laws of the State of Mississippi.

Section 3. Tenure and Qualifications. Each member of the executive committee shall hold office for a period of three (3) years following such member's designation and until such member's successor is designated as a member of the executive committee and shall at the end of his or her term be eligible for reappointment. The directors may

shall not be inconsistent with these bylaws. It shall keep regular minutes of its proceedings and report the same to the board of directors for its information at the meeting thereof held next after the proceedings have been taken.

ARTICLE XI.

Indemnification

Section 1. Non-compensatory Indemnification Against Third Party Actions. The corporation shall indemnify any director, officer, PHN committee member or employee of the corporation who is or was a party or is threatened to be made a party to any threatened, pending, or completed civil judicial or civil administrative action, suit, or proceeding, including all appeals (other than an action, suit or proceeding by or in the right of the corporation) arising out of such person's performance of services (or failure to perform services) on behalf of the corporation, against all expenses (other than taxes, including taxes imposed under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations, penalties, or expenses of correction) including attorneys' fees, judgments, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding unless such person acted, in such person's official capacity with the corporation, willfully and without reasonable cause. The termination of any action, suit or proceeding by judgment, order, or settlement shall not, of itself, create a presumption that the person failed to meet the standard of conduct described in this Section 1.

Section 2. Rights After Successful Defense. To the extent that a director, officer, or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 3. Compensatory Indemnification. The corporation may indemnify any director, officer, PHN committee member or employee of the corporation against any penalty, any tax (including a tax imposed under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations), any expense of correction, any expense not reasonably incurred in connection with a civil judicial or civil administrative action, suit, or proceeding arising out of such person's performance of services on behalf of the corporation, or any expense resulting from an act or failure to act with respect to which the manager has acted willfully and without reasonable cause, provided that such amount is added to the compensation paid by the corporation to such person and that the total compensation paid to such person is reasonable and does not result in an act of self-dealing under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations.

Section 4. Other Determination of Rights. Except in a situation governed by Section 2, any indemnification under Sections 1 or 3 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, PHN committee member or employee is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 and/or because such indemnification will not violate the rules against self-dealing under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations. Such determination shall be made (a) by a majority vote of directors acting at a meeting at which a quorum consisting of directors who were not parties to such action, suit or proceeding is present, or (b) if such a quorum is not obtainable (or even if obtainable), and a majority of disinterested directors so directs, by independent legal counsel (compensated by the corporation) in a written opinion, or (c) by the affirmative vote in person of a majority of the members of the executive committee.

Section 5. Nonexclusiveness. The indemnification provided by this ARTICLE shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled as a matter of law or under the articles of a nonprofit corporation, these bylaws, any agreement, any insurance purchased by the corporation, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, PHN committee member or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person, provided such indemnification will not constitute a violation of the rules against self-dealing under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations.

Section 6. Purchase of Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, PHN committee member or employee of the corporation, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of the person's status as such, for which indemnification is permitted under Sections 1 and 3 of this ARTICLE, provided the total insurance premium paid by the corporation is allocated between coverage for non-compensatory expenses and compensatory expenses and the portion allocable to compensatory expenses is included in the person's compensation for purposes of determining reasonable compensation under chapter 42 of the Internal Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations.

Section 7. Indemnification Restrictions. The corporation may not indemnify a person under this Article in connection with a proceeding by or in the right of the corporation in which the person was adjudged liable to the corporation; or in connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her; or where such indemnification will constitute an act of self-dealing under chapter 42 of the Internal

Revenue Code of 1986 or any corresponding provisions of any subsequent federal tax laws and regulations.

Section 8. Savings Clause. If this ARTICLE or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the corporation shall nevertheless indemnify and hold harmless each indemnified person as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any civil judicial or civil administrative action, suit or proceeding to the full extent permitted by any applicable portion of this ARTICLE that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE XII.

Dissolution

Upon the dissolution of the corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, distribute the assets of the corporation to such other organization or organizations, organized and operated exclusively for charitable, educational or religious purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law), as the board of directors shall determine and contributions to which are deductible under each of Sections 170(c), 2055(a), and 2522(a) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law). Any such assets not so disposed of shall be disposed of by the proper court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes and to which contributions would be deductible under the stated section.

ARTICLE XIII

Amendments

These Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted by the Board of Directors of the Corporation, provided, however, that notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such meeting of the Board of Directors. All such amendments must be approved by the affirmative vote of at least two-thirds (2/3) of the entire Board of Directors then in office at a duly noticed regular or special meeting of the Board of Directors.

AGREED TO AND ADOPTED this the 13 day of May, 2022.

By:

Gary D. Carr, M.D., Medical Director/CEO

Joe Landrum, PhD

Thomas H. Wiggins, DMD, President

Frank Keith Davis, DVM

Deborah V. Gross, MD, Vice-President

Willie Webb, DC

Darrell Mitchell Hutto, DMD,
Secretary-Treasurer

William Mars, DVM

Donna Young, Executive Director/CFO

Professionals Health Network

Policies

Section 10 #3 a-h

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

Policy for Corporate Credit Card

PHN makes company travel and the purchase of supplies and other business transactions more convenient and accessible by issuing a corporate American Express and/or other Credit Card. PHN Company Cards are under the control of the Executive Director and the Medical Director. Expenditures are itemized for both employees under one account on the monthly statement, and are paid by the Executive Director as defined in corporate policy, breaking out the various categories of expenditures for accounting purposes.

Accountability Process: Each month the Executive Director will open and review the statement and assemble the receipts for that month's expenditure from the Executive Director, the Medical Director and any other PHN Board Member or COMMITTEE Member if applicable. The Medical Director and any other authorized card users will furnish all receipts for that month's expenditures to the Executive Director by the end of the month, so that proper accounting practices can be followed and any expenditure can be verified. Expenditures shall be verified with a receipt (except as exempted in travel policy) before the monthly statement can be paid. Once the receipts are reconciled, the Executive Director will prepare for payment. The Executive Director will ensure statement shall be paid in a timely manner to avoid any late penalty that may be accrued. The Medical Director will review and initial credit card statements.

The corporate credit card my be used to secure reservations and pay for air travel, hotel accommodations, PHN-related meals, car rental, taxi, seminar fees, office supplies, postage, educational materials, computer supplies, and any other items necessary for PHN's business operation. Any charges made to the corporate credit card that are of a personal nature, shall be reimbursed to PHN by the person responsible for the charge within a reasonable amount of time, preferably within that month's cycle but should be paid within a three month time period.

At the next regular PHN COMMITTEE Meeting, a pre-designated member of the Professionals Health Network COMMITTEE will review the expenditures and payment of the American Express/Other Credit Card Statement(s), and will initial and date. The designated person shall question any expenditures or payment that is not clearly PHN related. Any disputed item will be presented to the COMMITTEE for review and decision.

Approved by the PHN Board of Directors November 13, 2015

PROFESSIONALS HEALTH NETWORK INC.

PHN Inc. Program Participant Fee and Billing Policy

The PHN Inc. believes program participants should contribute financially to their own rehabilitation and that doing so creates some ownership in the process. The following process will be followed regarding PHN Monitored Participants:

Participant Fee for PHN Services

Practicing Physicians, Dentists, Veterinarians, Chiropractors	$1200/year
Ministers	$ 500/year
Unemployed participants	$ 250/year*
Residents, Professionals in salaried training positions	$ 250/year
Dental Hygienists	$ 250/year
Professional Students	$ 100/year
Veterinary Techs/CVT	$ 250/year
Dental Assistant	$ 150/year

Subject to ability to pay

Process

Billings occur as follows:
The PHN, Inc will bill all program participants on the 1st of each year in advance of monitoring services.

Delinquent accounts (over thirty days) will be addressed as follows: A reminder will be sent followed a month later by a third reminder and notification to the participant that failure to pay or make suitable payment arrangements with the PHN, Inc. office may result in loss of advocacy with notification of appropriate regulatory entities and other parties.
NOTE: Consistent with our charitable mission, no PHN participant will be dropped from the PHN program based on inability to pay.

Payment arrangements: PHNC (the COMMITTEE) understands that many program participants, especially those in training, unemployed or recently out of treatment may have financial difficulties. Accordingly, program participants may contact the PHN Office to make suitable, written payment arrangements via the Executive Director's Office.

Financial Responsibility: The COMMITTEE considers financial responsibility to be an important element of recovery therefore financial responsibility is a contractual obligation. Participants who are able to pay their PHN Participant Fees and fail to do so after reasonable collection efforts will be invited to meet with the COMMITTEE to discuss this issue. Following a face to face meeting with the COMMITTEE failure to pay fees will be reported to the participant's regulatory board and other entities requiring reports of noncompliance. Failure to make responsible arrangements at that juncture may result in loss of advocacy with notification of involved entities.

Discounted or waived participation fees: Occasionally a program participant may have severe financial distress making payment of participant fees a real financial hardship. In such cases, a participant may meet with PHN Staff to request a reduced or waived fee for a specified period of time generally not exceeding one (1) year. This request and any supporting documentation will be reviewed by the Executive Director and Medical Director for decision. Alternatively, a program participant may request to meet with the COMMITTEE directly to discuss their request or to appeal a negative response from the Executive Director and Medical Director.

Any waived fees approved by the Executive Director and Medical Director will be presented to the COMMITTEE who must concur with the decision.

Inability to Pay: ***No PHN Participant shall ever be dismissed from PHN based on a documented inability to pay. PHN, Inc views legitimate requests for assistance/consideration as a part of our charitable mission.***

Approved by PHN Board of Directors 5/10/2019

PROFESSIONALS HEALTH NETWORK INC.

Policy on Recordkeeping

It shall be the policy of the Professionals Health Network to safely keep and maintain appropriate corporate records as required by Mississippi Code of 1972 As Amended and as outlined herein. In addition, the PHN shall securely keep and maintain appropriate program participant information. Records shall be maintained at the Corporations principle office in written form or in a format easily reduced to writing. Records which shall be maintained by the Executive Director of PHN shall include, but are not limited to:

1) A permanent record of the Minutes of the Board of Directors regular or special meetings.
2) A permanent record of the Minutes of any board-authorized business conducted by the PHN Committee
3) A permanent record of all actions taken by the directors without a meeting
4) A permanent record of accounting records
5) A record of PHN Program Participants to include names, addresses, and best known contact phone numbers and e-mail addresses when available.
6) Articles or restated articles of incorporation and all amendments to them currently in effect.
7) The Bylaws or restated bylaws and all amendments to them currently in effect.
8) Any resolutions, policies, procedures, or other instruments meant to be enduring, adopted by the PHN Board of Directors or PHN Committee.
9) A written or otherwise ready retrievable copy of any letters sent to all sources on behalf of the corporation.
10) A written or otherwise readily retrievable copy of any letters sent to program participants
11) A written or otherwise readily retrievable list including the names, addresses, phone numbers and e-mail addresses of the current PHN Staff, Board of Directors, Committee Members, Volunteers, and Advisors.
12) All status reports required to be delivered to the Secretary of State under Section 79-11-391
13) All other PHN Corporation or PHN Program Participant documents, letters, e-mails or correspondence information which prudence requires be retrievable.

Approved by PHN Board of Directors 11/5/09

PROFESSIONALS HEALTH NETWORK INC.

Policy on Participant Referrals to PHN, Inc Committee Members and Board Members

Professional Health Network program participants are frequently asked to see a certain health care specialty and may be given, either verbally or in writing, a list of providers acceptable to PHN from which to choose. Some health professionals are known to the PHN and respected for the quality of their work. On occasion, PHN might offer - as one possibility - a PHN Board Member or Committee Member as a professional option. This would only occur if a) the PHN Committee Member or Board Member has particular expertise and b) is in reasonable proximity to the program participant, and c) it is the desire of the program participant. This option would only be offered if it was believed such referral would be of benefit to the program participant and be a desirable option for the program participant. Such an offer of professional services to a program participant should only come from the COMMITTEE and never from the PHN associated professional themselves.

Since improperly done, such a referral could be construed as a Conflict of Interest (See Policy), the following are considerations in such instances:

1. A sitting PHN Board member or Committee Member should never be the only option offered by the PHN Committee.
2. The participant shall never be penalized for choosing not to see this professional since this referral creates a duel relationship and could be considered a conflict of interest.
3. When such a participant returns to PHN Committee for follow-up, the COMMITTEE must carefully consider this professional arrangement. When said participant appears before the COMMITTEE, it may be necessary for the treating professional to recues themselves from the discussion.
4. If a program participant wishes to see a PHN associated professional the program participant must sign a statement indicating:
    a) they are under no coercion or undue influence to see this PHN professional and choose to do so because they believe it is in the best interest of their health and recovery, and
    b) they have been given other options that would be equally as acceptable to PHN, and
    c) it is their choice to see the PHN associated professional, and
    d) they have a right to change to another PHN – approved alternative professional at any time, and
    e) the financial relationship between the participant and PHN associated professional is outside the purview of PHN, and
    f) that the program participant, the professional, or the COMMITTEE may ask the professional recuse themselves when the COMMITTEE meets with the program participant dependent on the issues in any particular case.

Approved by PHN Board of Directors 11/05/09

PROFESSIONALS HEALTH NETWORK INC.

Travel and Expense Policy

This policy covers PHN Staff/Employees and PHN COMMITTEE Members/Advisors and PHN Board of Directors traveling on PHN business incurring related expenses. Expenses for routinely scheduled COMMITTEE Meetings for Members/Advisors are not reimbursed. All reimbursements are subject to review by the Executive Director. The PHN Executive Committee will resolve any travel related questions not covered by this policy. If conflict regarding any travel and expense question cannot be resolved to the satisfaction of all parties the PHN, Inc Board of Directors shall be the final authority.

General: This Policy covers the Medical Director, PHNC (COMMITTEE), COMMITTEE Chair, Executive Director, other PHN employee's and the PHN, Inc. Board of Directors traveling on behalf of PHN. Reimbursement for travel expenses will be handled as follows:

Airfare: Covered individual(s) must fly coach and PHN Staff will make an effort to arrange the most economical fairs available consistent with purpose for said travel. Notwithstanding, the most direct routes that save the traveler valuable time will be a consideration for planning purposes.

Personal Automobile Travel: Use of personal automobile for business travel is reimbursed at the rate/mile set for state employees. The traveling party is required to submit a log of travel and should limit mileage to that actually incurred in relation to PHN Business.

Rental Cars: Use of a rental car is acceptable when required for business use and in the absence of suitable and more economical methods of transportation. Use of the rental car for non-business purposes will not be reimbursed. Economical cars sufficient to accomplish the needs of the business trip are expected. Collision, comprehensive and liability insurance should be purchased.

Meals: Actual meal costs including gratuity may be reimbursed when documented with a receipt. Meals for family are not reimbursed. Meals for a spouse may be reimbursed only if the spouse's attendance serves a genuine business purpose for PHN. Questions regarding spousal travel are subject to review by the PHN Executive Committee.

Entertainment: Reasonable entertainment expenses with a genuine business purpose may be reimbursed subject to review, if indicated, by the Executive Committee.

Gratuities: Reasonable gratuities will be reimbursed. Total Gratuities in excess of $50/trip will not be reimbursed without appropriate recites. receipts/day

Lodging: Lodging will generally be at the site of the event attended (i.e. conference). On other occasions reasonably priced lodging should be sought and accompanied by an itemized bill for reimbursement. On occasion, it may serve the interests of PHN, Inc for the spouse to attend a function in which case their expense would be covered. Additional charges for family will not be reimbursed. Hotel mini-bar selections - other than soft drink or water- cots, baby beds, spa, movie charges, etc. are not reimbursable items.

Registration Fees: Registration fees paid by an employee for a conference or other PHN associated event will be reimbursed when supported by an official paid receipt. The Medical Director may be reimbursed the expense of continuing education CD's and associated professionals health educational materials aimed at improving the knowledge base or services provided by PHN.

Taxi and Airport Transportation: Taxi fares, limousine service and parking fees necessary to the business trip will be reimbursed. Fees in excess of $50 require a receipt.
The traveler is responsible for any fees for family (see spousal exception above) or non-business related guests.

Other Reimbursable Expenses/Other Business Expenses: Phone calls, postage and copying expenses, faxing expenses etc. for PHN business will be reimbursed up to $50. Expenses exceeding $50 must be accompanied by a receipt.

Prior Approval: With the exception of the usual and customary meetings attended by the PHN Medical Director, Executive Director, and Chair, others traveling on behalf of PHN should have the pre-approval of the Medical Director, Executive Director or the Executive Committee of the Board. If prior approval is not obtained, such travel may be disallowed by the Executive Committee.

Time for Reimbursement: The Executive Director or their designee will reimburse travel upon receiving appropriate documentation. Those submitting documentation are required to do so within 3 months of said travel or risk forfeiture of reimbursement at the discretion of the Executive Committee. Notwithstanding the 3 month window, all outstanding travel expenses must be turned in by the end of the fiscal (calendar) year or the traveler risks losing reimbursement at the discretion of the Executive Committee

Disputes: In any disputes, the PHN Board of Directors shall be the final authority.

Approved by the PHN Board of Directors 11/5/09

PROFESSIONALS HEALTH NETWORK INC.

Whistleblower Policy

Purpose

The Professionals Health Network, Inc. (PHN) is committed to high standards of ethical, moral, and legal business conduct. In keeping with this commitment and the requirements of the Sarbanes-Oxley Act, this Whistleblower Policy of the PHN: (1) encourages PHN staff, Board members, COMMITTEE members and consultants, to come forward with credible information on illegal practices or serious violations of adopted PHN policies; (2) specifies that the PHN will protect the person from retaliation; and (3) identifies where such information can be reported.

Encouragement of Reporting

This policy is intended to encourage PHN staff, Board members, COMMITTEE members, who complain, report, or inquire about illegal practices or serious violations of adopted PHN policies. Appropriate subjects to raise under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies.

Protection from Retaliation

The PHN prohibits retaliation by or on behalf of the PHN against staff, Board members, COMMITTEE members for making good faith protected disclosures (complaints), reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. However, the PHN reserves the right to discipline persons who make bad faith, knowingly false, or vexatious disclosures, reports, or inquiries or who otherwise abuse this policy.

Every effort will be made to treat the reporter's identity with appropriate regard for confidentiality.

This policy encourages employees to name themselves as the source of their allegations because appropriate follow-up questions and investigation may be impossible unless the information source is identified. Concerns expressed anonymously will be explored appropriately, but consideration will be given to:

1. The seriousness of the issue raised;
2. The credibility of the concern; and
3. The likelihood of confirming the allegation from attributable sources.

PHN staff, Board members, COMMITTEE members should recognize that the PHN may be unable to fully evaluate a vague or general protected disclosure, report, or inquiry that is made anonymously.

Process for Reporting

Protected disclosures, reports, or inquiries may be used by PHN staff, Board members, COMMITTEE members and is intended to be used for serious and sensitive issues. The complaint should be timely and describe in detail the specific facts demonstrating the bases for the protected disclosure, reports, or inquiries.

Concerns relating to financial reporting or unethical or illegal conduct concerning organization issues should be recorded in writing and reported directly to the PHN President, Board Chair/CEO/Medical Director; and/or the PHN Executive Director, and/or the PHN Board Vice Chair as the case may be.

Concerns regarding personnel-related or employment matters should be recorded in writing and reported to the employee's immediate supervisor and/or the PHN President/Board Chair/CEO/Medical Director; and/or the PHN Executive Director, and/or the PHN Board Vice Chair as the case may be.

Although the employee is not expected to prove the truth of an allegation, the employee should be able to demonstrate to the person contacted that the report is being made in good faith.

How the Report will be Handled

The appropriate PHN individual(s) contacted will conduct a prompt, discreet and objective review or investigation. Some concerns may be resolved without an investigation. Action taken by PHN in response to a report of concern under this policy will depend on the nature of the concern. All reports of concern will be investigated. The PHN designated personnel shall receive information on each report of concern and follow-up information of actions taken. Information from any such investigation will be shared with the PHN Board of Directors if appropriate.

Approved by the PHN Board of Directors 11/5/09

PROFESSIONALS HEALTH NETWORK INC.

PHN Policy
Monitoring Professionals Whose Boards Do Not Participate with PHN

Ideally, PHN will have an existing Memorandum of Understanding with each monitored professionals Board. This clear and unambiguous relationship is the most conducive to continuing care and avoidance of misunderstanding from any quarter. Such relationships also provide PHN with added leverage which is sometimes needed, especially in early recovery. In addition, participating Boards contribute to PHNs work financially. Without the support of these Boards PHNs work would be much more difficult.

Unfortunately, there are those Boards who do not yet appreciate the need for PHN Services and with whom PHN does not have a formal relationship (MOU). PHN is sometimes contacted by professionals licensed by such Boards or by their treatment providers or employers requesting monitoring. Since the services provided by PHN can be life-saving, it is difficult to deny services to such professionals in need. At the same time, PHN must be fair to those Boards who support PHN financially.

PHN may elect to monitor professionals whose boards do not participant formally with PHN as follows:

1) Each case will be considered on its individual merits. PHN reserves the right to refuse service to anyone without explanation. In all matters PHN must consider the best interests of PHN to ensure its continued availability to others in need.
2) Such professional participants accepted by PHN for continuing care will be assessed an added fee of $100/month in addition to their regular participant fee to offset expenses provided by other participants Boards. Consistent with our charitable mission, hardship cases will be considered on an individual basis and service will not be refused based solely on a real inability to pay.
3) The professional participant must have successfully completed any indicated treatment that is recommended and obtainable or, otherwise, demonstrate to the PHN COMMITTEES satisfaction a viable plan for successful recovery with outpatient resources and monitoring.
4) If the professional's Board is aware of the licensee's case and does not support PHNs involvement with the case, the PHN COMMITTEE should give weight to the Board's views/concerns and carefully consider the merits of monitoring against the Board's wishes.
5) The Public's health, safety, and welfare being paramount, any contract with PHN with such a professional participant must clearly delineate triggers that will prompt a report by PHN to the Professional's Board. Examples include but are not limited to a) relapse and noncompliance with COMMITTEE recommendations or b) risk to the public health, safety, and welfare.

6) If the professional in question will not execute a standard Continuing Care Contract on par with professionals participating with their Board's knowledge, PHN shall refuse to monitor.

Approved by the PHN Board of Directors 12/15/2009

PHN Gift Policy

The **Professionals Health Network, Inc. (PHN)** is a charitable 501c3 non-profit organization duly constituted under the laws of the State of Mississippi and recognized by the Internal Revenue Service. As such, PHN accepts gifts and monies donated by the public in furtherance of its stated professional tax-exempt mission and activities.

PHN is administered by a duly appointed Board of Directors which is responsible for gift acceptance matters.

Gift Definition – Any contribution of cash, bequests, annuities, qualified pension plans, equipment, stocks, property, retirement or life insurance beneficiary designations, tangible personal property, charitable remainder or charitable lead trusts, or in-kind services shall be considered a gift.

Cash is acceptable in any form including credit card donations made online via our website or newsletter.

Acceptance Authority

The President, Executive Director, or Executive Committee of PHN has authority to accept all standard cash, equipment and in-kind services on behalf of the organization. Less utilized opportunities for donation such as stock, property or planned gifts will be considered by the PHN Board of Directors to ensure the gift is in the best interest of PHN and to determine the best interest of PHN in terms of immediate sale versus investment. Most commonly, such gifts will be redeemed via immediate sale. The PHN Board of Directors has the ultimate authority to accept or reject any gift on behalf of PHN.

Policy

The PHN Board of Directors and its staff solicit current and deferred gifts from individuals, corporations, insurance carriers, professional associations, foundations, etc. to secure the growth and further the goals of PHN in its charitable mission. This policy governs the acceptance of gifts by PHN and may provide guidance to prospective donors and their advisors when making gifts to PHN. Notwithstanding, any donor should consult with his or her own attorney and CPA in determining the financial advisability of donations. The provision of these policies shall apply to all gifts received by PHN for any of its program operations or services.

PHN will accept gifts and money from the public in furtherance of its mission and consistent with its stated purpose as defined within its bylaws, respective memoranda of understanding, mission statement and goals statement. PHN, in soliciting or accepting gifts, shall clearly represent the organization's policies and mission which might pertain to this exchange and honor all statements about the use of the contribution. PHN shall always disclose to potential donors important and relevant information. Every gift will be promptly acknowledged by IRS compliant

receipt. Specific requests about acknowledgment will be honored consistent with PHN's practices and policies. PHN reserves the right to refuse a gift if it is determined to be in conflict with the organizations mission. Considerations include, but are not limited to:

1) Contributions may be designated for a specific program activity or project that the donor requests if such designation does not prove impossible to meet, or the gift may – in most cases – be used to meet PHN's most pressing priorities. Planned gifts may not mature for many years; therefore PHN must be aware of and document a donor's intentions for future implementation. The PHN Board of Directors must either expressly approve any donor restrictions or decline to accept the gift.

2) PHN may determine that it is not advisable to assume any indebtedness in connection with a gift. Such gifts will be considered for approval on a case-by-case basis by the Board of Directors.

3) Contributions must support and enhance the mission and purpose of PHN. Contributions which subject the organization to burdensome or unusual restrictions or significant financial risk will not be accepted.

4) Associated expenses with the conveyance of a gift made to PHN are to be borne by the donor unless prior arrangements are made by PHN.

5) PHN will assume that donors rely on their own personal advisors for tax, legal, financial and other advice concerning their gifts.

6) If gifts of cash are to be designated for a specific program or activity, it should be clearly stated both on the check and in a cover letter or e-mail to PHN and so acknowledged on the receipt.

7) PHN will accept gifts of equipment/furniture that are determined to be of use to the organization. The Executive Director has authority to make that determination.

8) PHN will accept gifts of tickets or air miles for travel to be used by staff or board members to attend conferences/meetings related to the organization's mission and goals.

9) PHN may accept gifts of publicly traded securities, including stocks, mutual funds, municipal and corporate bonds, and treasury bills and notes. The PHN Board of Directors shall determine the instruments' sale or investment.

10) PHN may accept gifts of real estate. The PHN Board of Directors shall determine the property's sale or investment. If property is encumbered by indebtedness, the donor will be required to provide for payment of carrying costs until the property is liquidated.

11) PHN may accept contributions of art antiques, jewelry, automobiles, etc., after obtaining appraisal or documentation of fair market value. The PHN Board of Directors shall determine the property's sale or investment.

12) PHN may accept gifts of insurance such as life insurance products. The donor would receive a tax deduction for the replacement cost of the paid up policy at the time of donation (not the face value of the life insurance). The donor may elect to continue paying premium payments and thereby obtain a tax deduction for each payment if it is done in the following manner: gift the policy to PHN, who then becomes the owner of the policy. The donor then makes annual donations in the amount of the annual premium costs to PHN, who then pays the policy. The donor then receives a tax deduction for

every contribution for the premium payment. Donors may also purchase a new policy, naming PHN as the beneficiary. The premiums and tax benefits would work exactly as listed above.

Legal and CPA Counsel

Legal and CPA counsel may be employed when needed for advice on any proposed gift or to review any proposed transaction for possible conflict of interest. PHN may seek the advice of counsel particularly where it concerns gifts of securities, those involving contracts, documents naming PHN as the Trustee, gifts involving contracts, real estate, art, insurance products and any transaction with potential conflict of interest.

Declining Gifts

PHN's Board of Directors may decline any gift that in its collective judgment creates unacceptable challenges, undue expense, or a perception of impropriety or conflict with the organization's mission.

Standards of Practice

PHN staff members who work in planned giving will adhere to the American Council on Gift Annuities' Model Standards of Practice for Charitable Gift Planner, available at www.acga-web.org.

Donor Acknowledgement

Contemporaneous receipts for all gifts, regardless of amount, will be prepared in accordance with IRS requirements indicating, as is best ascertainable by the PHN, the gift date, amount of cash given or description of property received, and any goods or services given in exchange for the gift. If no goods or services were received by the donor, the receipt will include a statement to that effect.

PHN will not place a value on what is donated, but rather provide a statement of what was donated. Exceptions to providing a value statement to donors include gifts of property over $5000, and any vehicle donated. Gifts of property worth over $5000 and any vehicle donated require an appraisal and the donor may be provided with a value. Gifts of property over $5000 require an appraisal by an independent, third party, licensed, appraiser in accordance with applicable tax law.

For individual gifts or groups of related gifts valued at $5000 or more, which are not cash or marketable securities, PHN will sign an acknowledgement of receipt of the gift on the Internal Revenue Services Form 8283.

PHN will not state that a contribution is deductible – contributions may be deductible, based on the donor's particular tax situation and it is the donor's responsibility to determine deductibility with their CPA/Tax Attorney.

PHN will maintain a master list of all gifts.

When questions exist regarding any donation, PHN will consult with appropriate CPA and/or legal council.

Confidentiality of Donor

All information concerning donors and prospective donors shall be held in strict confidence by PHN, subject to legally authorized and enforceable requests for information by government agencies and courts. PHN will not disclose the amount of any gift through any publication or other public document without the permission of the donor, except as required by the IRS.

Conflicts of Interests

PHN will not accept any gift if it represents a conflict of interest or gives the appearance of a conflict of interest.

PHN shall accept no gifts from active program participants under monitoring contracts or from their immediate family, business associates or friends.

PHN Staff, Board of Directors, Committee Members and Volunteers are expressly forbidden from accepting personal gifts from active PHN Program Participants, their family members, business associates or friends.

Ethical Operations Regarding Evaluation/Treatment Facilities

Professionals Health Programs, including PHN, assist a professional clientele highly sought by respected evaluation and treatment facilities. In order to facilitate mutually appropriate relationships with evaluation/treatment facilities the following activities deserve specific mention:

Activities Which Are Acceptable:

1) Sponsoring and exhibiting at a PHN Conference or other PHN function where potential clients other than PHN Program Participants are in attendance to which the facility may reasonably and legitimately market their program services.
2) Providing a speaker or other related service at a PHN Conference, Program or Function.
3) A donation of time, services, or payment to provide for publication of program reports or other data so long as a) the publication serves a public interest and b) the sponsoring treatment facility advertises its services in the work product.
4) Providing refreshments or a meal while promoting their facilities professional activities to PHN staff, Board of Directors, Committee members and volunteers.
5) Providing travel, food and lodging to PHN Staff, Board Members, Committee members, or volunteers for the purpose of facility site visits.
6) Providing travel, food and lodging to PHN Staff, Board Members, Committee Members, or volunteers for the purpose of attending or presenting at conferences related to professional's health and potentially impairing illness. In these cases, the presenter must claim the support when providing their speaker packet information and acknowledge such support verbally or by slide to the audience hearing the presentation.
7) Scholarship payment for all or part of a PHN Participant's evaluation and/or treatment

Activities Which Are Inappropriate:

1) Solicitation or acceptance of funds or donations for PHN operating expenses from any evaluation/treatment provider or facility to whom PHP refers program participants. Such activities give the impression of quid pro quo and are unacceptable.
2) Acceptance of any consideration from any vendor, evaluation / treatment facility in exchange for referrals from PHN is unethical.
3) Solicitation or acceptance of exhibit fees or program activity fees when there is no legitimate audience to whom marketing will occur (i.e. PHN Program Participants or other professionals in monitoring are not considered a marketable audience).
4) Acceptance of personal gifts or other services from evaluation/treatment providers in excess of $25 to PHN Staff, Board of Directors, Committee Members or Volunteers.

Approved by PHN Board of Directors 11/4/10
(Reviewed by PHN Board on 2/24/11 due to changes made as requested when approved on 11/4/10 —no other changes)

Professionals Health Network

Memorandum of Understanding

#4 Pages 1-26

Professionals Health Network, Inc

STATE OF MISSISSIPPI

COUNTY OF LAMAR

PROFESSIONALS HEALTH NETWORK, INC
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 200_, by and between the MISSISSIPPI STATE BOARD OF DENTAL EXAMINERS hereinafter the "BOARD", an agency of the State of Mississippi, and the **PROFESSIONALS HEALTH NETWORK, INC** a 501c3 non-profit corporation established under the laws of the State of Mississippi, hereinafter the "**PHN" or "PROGRAM**", for the purpose stated herein. The provisions of this memorandum are expressly acknowledged and agreed to by the **PROFESSIONALS HEALTH NETWORK COMMITTEE**, hereinafter the "**COMMITTEE**" such acknowledgment being evidenced by the Committee's joinder herewith. This agreement is executed by the parties pursuant to authority granted by the Dental Practice Act of _____.

WITNESSETH:

WHEREAS, the BOARD is vested with authority, pursuant to the Dental Practice Act to protect the public and ensure that all individuals licensed to practice Dentistry, Any dental specialties, and Dental Hygiene in the State of Mississippi can do so with reasonable skill and safety. Correspondingly, the BOARD encourages the early identification, intervention, treatment, and rehabilitation of licensees, who may be impaired by reason of one or more of the following potentially impairing conditions:

A. Mental/emotional illness; or

B. Physical illness, including but not limited to, deterioration through the aging process, loss of motor, cognitive or perceptive skills; or

C. Excessive use or abuse of drugs, including alcohol, or other substances that impair ability; or

D. Disruptive/Distressed behavior; or

E. Sexual disorders/paraphillas; and

WHEREAS, the BOARD is an agency of the State of Mississippi and is charged with the responsibility for licensing Dentist, Oral Surgeons, and Dental Hygienists and other entities which the Legislature in the future may charge the BOARD with regulating, to practice within the scope of their respective license and regulating such professional activities in the interest of the public health, safety and welfare. In discharging this responsibility, the BOARD is empowered, *inter alia*, to require the examination of a Licensee when the BOARD has reasonable cause to believe that the Licensee's fitness to engage in their profession with reasonable skill and safety to the public may be compromised by reason of one or more sources of impairment as outlined above and defined in Section 1 below. The BOARD has the ultimate authority to restrict, suspend or revoke the license of a Licensee who is unable to engage in their professional role with reasonable skill or safety to the public.

WHEREAS, the PHN, Inc. is a non-profit, professional corporation whose Medical Director and COMMITTEE members possess vast experience, training and/or personal recovery. PHN is committed to the highest ideals of licensed professionals, to the preservation of the integrity and vitality of the licensed professionals, and to the maintenance and enhancement of personal health among licensed professionals so that these professionals may provide safe, quality professional services to the benefit and safety of the

public. By virtue of its carefully selected COMMITTEE Members, PHN possesses the knowledge, expertise, resources, and personnel to establish maintain, and carry out its professional health functions for the dental community professionals as may be defined in applicable state law.

WHEREAS, PHN is organized as a nonprofit corporation which has applied for 501(c)(3) tax-exempt status from the Internal Revenue Service. PHN is a confidential, non-disciplinary alternative to the disciplinary process for dental professionals who seek out or are otherwise motivated to accept the assistance the PROGRAM offers for substance use disorders, psychiatric, physical and cognitive disorders that can result in licensee impairment. A primary goal of the PROGRAM is to coordinate effective intervention, evaluation, treatment, and continuing care monitoring and thus return the licensed professional to a healthy, safe, and productive career in their profession. The COMMITTEE was created for the purpose of operating and administering the PHN (PROGRAM) as contemplated and defined in this Memorandum.

WHEREAS, the BOARD and PHN, have entered into this Memorandum of Understanding on the date set forth above in order to maintain and carry out a professionals health program as authorized by the applicable state law or board /licensing authority, and the parties wish to set forth and define their respective rights and responsibilities to each other.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for good and other valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions:

A. "Chemical dependency" or "chemically dependent" means the state of potential impairment by reason of excessive use and/or abuse of alcohol, controlled substances, other drugs having addiction-forming or addiction-sustaining liability, or any other chemical or other substances.

B. "Licensee". For the purpose of this Memorandum, "Licensee" means any professional licensed or pursuing licensure (including students) through this BOARD and any future professionals the legislature may require this BOARD to regulate.

C. "Impaired Licensee" means a Licensee who is potentially unable to practice the licensee's profession with reasonable skill and safety to the public due to one or more causes of impairment as defined in this section.

D. "Disruptive or Distressed Licensee" means a Licensee who has a pattern of being unable or unwilling to function well with others to such an extent that their behavior, by word or action, has the potential to interfere with their job performance and, thus, place the public at risk. Personality Disorders are a frequent source of disruptive/distressed behavior although other health factors may be involved or a primary factor. Criticism appropriately offered in good faith with the aim of improving the delivery of professional service is not disruptive.

E. "Sexual Boundary Violation" or "Professional Sexual Misconduct" means a sexual or romantic relationship between a licensee and a member of the public when such licensee has a fiduciary responsibility to the public member. These relationships are typically forbidden via board rules or professional codes of conduct, ethics, or state law. Such relationships exploit the trust, knowledge, emotions or influence derived from the Licensee-

public member relationship. The COMMITTEE recognizes two levels of professional sexual misconduct; a) sexual impropriety and b) sexual boundary violations. Sexual impropriety may comprise behavior, gestures or expressions that are seductive, sexually suggestive, or sexually demeaning to a party with which the licensee has a fiduciary relationship. A sexual boundary violation may include Licensee-public member sex, whether or not initiated by the public member, and engaging in any conduct with a public member that is sexual or may be reasonably interpreted as sexual by the public member. As defined, Sexual Boundary Violations are always a violation of the public's trust. These violations frequently result from underlying issues of Licensee health, often from a defined potentially impairing condition.

F. "Recovering Licensee" means a person who, having once met the criteria of an Impaired Licensee, has had appropriate treatment, has accepted responsibility for their recovery, and engages in those behaviors necessary to maintain sobriety and mental health.

G. "Medical Director" means the physician selected and approved by the PHN, Inc Board of Directors who is retained to coordinate and direct the activities of the COMMITTEE and PHN and who is vested with the duties and responsibilities set forth elsewhere in this Memorandum.

H. "COMMITTEE Chair" means the physician selected and approved by the Medical Director/COMMITTEE who serves as chair of the COMMITTEE and assists the Medical Director with the administrative and operational aspects of the program, and the continuing care of the PROGRAM participants. This position is voluntary and unsalaried.

Section 2. **Referrals to PHN/COMMITTEE**: Pursuant to the terms and conditions as hereinafter provided, the BOARD and PHN understand and agree that effective on the date

set forth above, and thereafter as specified, the PHN clinical operations shall be administered by the COMMITTEE under the direction of the Medical Director. Subject to the duties and responsibilities as hereinafter provided, the BOARD hereby agrees to refer in writing from the Executive Director of the BOARD to PHN/COMMITTEE, any Licensee whose ability to practice their profession with reasonable skill and safety to the public has been or is reasonably suspected of being potentially impaired due to chemical dependency or mental/emotional illness, and other conditions specified above, subject, however, to the BOARD'S right to seek disciplinary action as otherwise provided herein.

PHN/COMMITTEE will not become involved with a "Disruptive/Distressed Licensee" or disruptive behavior beyond serving the BOARD and/or other appropriate parties in an advisory capacity unless and until (i) the appropriate authoritative body has exhausted all due process procedures outlined in their bylaws or other governing documents, and (ii) stand ready to suspend privileges or terminate the Licensee or take formal action against the license. At this critical juncture, the PROGRAM has the needed leverage to assist with these often difficult cases.

The PROGRAM/COMMITTEE may assist in instances of Boundary Violations, the most egregious of which is Professional Sexual Misconduct, when an underlying impairment such as Sexual Disorder/Paraphilia, mental/emotional illness, or chemical dependency amenable to treatment and continuing care is involved. Notwithstanding, the BOARD may, in its sole discretion, elect to pursue formal, reportable disciplinary action.

Section 3. **Creation of the Professionals Health Network, Inc:** The PHN, Inc was developed to be available to Mississippi licensed professionals, their boards and their

professional organizations, societies and associations. PHN is dedicated to the recovery of licensees with potentially impairing illness/conditions and, thus, aids the BOARD it its responsibility to the welfare of the public. PHN has extensive experience in the field of licensed professionals with potentially impairing conditions. Further, PHN is dedicated to assisting the BOARDS to provide for the early identification of potentially impaired Licensees; for timely intervention; quality evaluation and treatment; responsible continuing care appropriate to aid the professional's recovery and insure appropriate measures to simultaneously protect the public health and safety; to encourage and assist Licensees with potentially impairing conditions in effective rehabilitative/continuing care efforts; and to ensure the continued availability of highly skilled and safe licensed professionals for the benefit of the public. It is the purpose and intent of the PHN to provide a confidential, non-punitive alternative to disciplinary sanctions for Licensees with potentially impairing conditions who voluntarily seek or are motivated to accept intervention, evaluation, treatment and continuing care monitoring for their illness and/or potential impairment.

Section 4. <u>The Professionals Health Network Committee (COMMITTEE):</u> The PHN Program shall operate under the supervision and direction of the COMMITTEE, a committee of physicians and other licensed professionals who are selected and appointed in the following manner:

A. The COMMITTEE Chair and Medical Director shall name at least three (3) and not more than seven (7) physicians who are deemed qualified because of their knowledge and/or expertise in the area of addictive and psychiatric illness and other potentially impairing conditions defined in this document to serve as members of the COMMITTEE. Whenever possible, one of the physicians shall be a psychiatrist and one of the physicians shall be an

Addictionologist. Non-Physician Professionals with personal recovery or special interest/experience in Professional Impairment and Health will also serve as Committee Members. The COMMITTEE shall include effective representation from the Dental Community. The COMMITTEE Chair and Medical Director, with council from the Mississippi State Dental Association and/or Mississippi State Board of Dental Examiners, shall name not less than two (2) Dentists to sit as COMMITTEE members with full voting rights. Further, at least one (1) and not more than three (3) Dentist will be a member of the PHN, Inc. Board of Directors. While some separation of responsibilities will be maintained by PHN, service on either the PHN COMMITTEE or Board of Directors does not, by definition, disqualify a dentist from service on the other. Recommendations for subsequent Dental COMMITTEE and PHN Board of Directors positions may be offered by the MDA and/or BOARD but must be approved by the Mississippi Dental Association and the Dental BOARD.

Quality personal recovery from a potentially impairing illness is considered an asset. At least one (1) committee member will not themselves be a recovering professional. At the discretion of the COMMITTEE, one committee member may be a member of the general public. All COMMITTEE members are encouraged to be members of, and participate in, their respective professional associations and organizations.

B. At the discretion of the Medical Director, psychologists or other professionals with special skills regarding addiction and/or impairing conditions previously defined and whose contribution would facilitate the mission of the COMMITTEE may be included as either committee members or committee "advisors". COMMITTEE Advisors will have voice regarding the matters before the COMMITTEE but may not vote.

C. COMMITTEE members shall serve for a period of three (3) years and are

eligible for reappointment(s).

D. COMMITTEE members serve on a voluntary basis and receive no compensation other than reasonable travel expenses as set forth in PHN Policy.

Section 5. **Duties and Responsibilities of the COMMITTEE:** The COMMITTEE, under the direction of the Medical Director, will develop, maintain, and make available to all Dental BOARD Licensees, programs that promote the early identification, intervention, evaluation, treatment and continuing care monitoring of Licensees who suffer potential impairment by reason of chemical dependency or mental/emotional illness, or other conditions specified elsewhere in this document. The COMMITTEE will also support educational efforts regarding these issues. The COMMITTEE will maintain a program description containing the operational details of the PHN PROGRAM including appropriate evaluation and treatment facilities and other rehabilitation resources, draft continuing care contracts, and procedures. The COMMITTEE via the Executive Directors Office will operate a Professionals Helpline, where information and assistance for potentially impaired Licensees as well as the general professional community and the general public can be obtained. The COMMITTEE, through its Medical Director, shall have and exercise a broad range of duties, functions and responsibilities, including, but not limited to the following:

A. Serve in a consultant and advisory capacity to the BOARD and respective Professional Society/Association under the auspices of the Medical Director.

B. Receive, evaluate, and investigate reports of suspected impairment from any source including, but not limited to, referrals from the BOARD, patients, clients, licensed professionals, physicians, hospital administrations, family members, the general public etc.

C. Intervene in cases of licensees suspected of having potentially impairing illness

and refer said Licensees for appropriate evaluation and any indicated treatment to a facility approved by the COMMITTEE. Note: PHN, Inc. encourages and welcomes the BOARDS input regarding evaluation / treatment facilities, however, the COMMITTEE is expert in these matters and should be the ultimate authority regarding appropriate facilities.

D. Establish a Continuing Care Contract (CCC) with each recovering Licensee which will detail the requirements of their recovery program, but will not place formal restrictions on the participant's license. The COMMITTEE may impose informal restrictions, where such restrictions are deemed necessary for the Licensee's recovery. As used herein "formal restrictions" are those which result from an order of the BOARD. Such orders are entered in the public minutes of the BOARD, reported to the entities required by law and are public record.

E. Monitor the evaluation and treatment of Licensees with potentially impairing conditions which includes receiving regular reports, as appropriate, from treatment centers with appropriate progress reports to the BOARD'S Executive Director.

F. Provide post-treatment continuing care and advocacy for the recovering Licensee, which will include receiving regular reports from treating professionals and/or regional support groups regarding behavioral, emotional and intellectual function, as well as attendance of group meetings, and other subjective and objective measures of recovery.

G. Render quarterly reports to the BOARD on the status of all PROGRAM participants. Self-referred Licensees will be identified by code number. Licensees referred to PHN by the BOARD will be identified by name. Any significant contract violations, as hereinafter enumerated in subparagraph H below, shall warrant immediate notification by the

Medical Director/COMMITTEE by name.

H. Report to the BOARD in writing to the attention of the Executive Director the name of any Licensee the COMMITTEE has reason to believe may be impaired and (i) who has failed or refused to follow the recommendations of the COMMITTEE for evaluation, treatment and/or rehabilitation, or (ii) who has discontinued such evaluation, treatment and/or rehabilitation against medical advice, or (iii) who has failed to abide by the terms and conditions of an Continuing Care Contract with the COMMITTEE, or (iv) in cases of Licensees referred for sexual boundary violations or professional sexual misconduct, or (v) who, in the opinion of the COMMITTEE is unable to continue in the practice of the Licensee's professional duties with reasonable skill and safety to the public. Under said conditions, the Licensee forfeits the right to anonymity. In these instances the obligation of the Medical Director/Executive Director, and in their absence, the Chair, and in their absence, or any member of the COMMITTEE, to report to the BOARD is mandatory. The Medical Director has the discretion to make the initial report through any form of communication (telephone, facsimile, etc.) provided that a written report containing a summary of all evidence, witnesses and reports shall be provided to the BOARD'S Executive Director as quickly as the appropriate reports and documents can be obtained. Receipt of that summary shall not prohibit the BOARD from obtaining other documents by request or subpoena.

I. Develop outreach and awareness programs which seek to educate both the general public and the Licensee's profession concerning both health maintenance and conditions that result in Licensee impairment as well as the services available through the PHN.

J. Develop standards for the ongoing assessment of evaluation and treatment

facilities utilized by the COMMITTEE. Develop quality, affordable evaluation and treatment alternatives acceptable to PHN and the BOARD for licensees who lack financial resources.

K. Make recommendations for and/or provide Continuing Education regarding Licensee health and impairment issues.

L. Appoint consultants, advisors and assistants as necessary to accomplish the above listed functions.

M. Work with all applicable professional associations' wellness, or equivalent, committees.

N. Work with the Federation of State Physician Health Programs (FSPHP) and similar organizations to maintain knowledge of developments in the field of professional health.

O. Other functions and responsibilities as may be mutually agreed upon between PHN, Inc/COMMITTEE and the BOARD.

Section 6. Administrative Duties and Reporting Requirements Between PHN/COMMITTEE and the BOARD: In implementing their responsibilities under this Memorandum PHN/COMMITTEE and the BOARD shall have certain administrative and reporting requirements, including, but not limited to the following:

A. All monies appropriated to PHN, Inc by the BOARD shall be maintained in the appropriate corporate accounts and used subject to the PHN Board approved budget.

B. PHN shall promulgate a policy manual to govern the operation of the PROGRAM subject to approval and update at the discretion of the PHN Board of Directors. This manual shall be reviewed and updated at least every three (3) years.

C. Any compensation arrangement, contract, lease, or other document that seeks

to bind PHN shall be approved by the Medical Director and Executive Director with PHN Board of Directors consultation as may be indicated.

E. An annual audit of PHN Inc/ COMMITTEE shall be conducted and a copy of the audit shall be available to the BOARD for review. PHN Inc / COMMITTEE shall implement such internal financial controls as may be deemed appropriate by the PHN Attorney, its CPA and Auditors, and the PHN Board of Directors.

Section 7. Duties and Responsibilities of the PHN Medical Director: The Medical Director shall have and exercise a broad range of duties, functions and responsibilities, including but not limited to the following:

A. The Medical Director will direct and oversee the activities of the COMMITTEE in its mission to implement and carry out the PHN PROGRAM in accordance with this Memorandum of understanding and the PHN Bylaws.

B. The Medical Director, PHN Executive Director and Staff will work closely with the BOARD, its Executive Director and staff.

C, The Medical Director will participate in COMMITTEE meetings, barring reasonable conflicts, and attend the programs annual retreat and other related functions.

D. The Medical Director will serve as an ambassador to the licensed professional community and will conduct educational seminars for applicable groups and others throughout the state regarding the disease of addiction, professional health and impairment topics and the role of PHN/COMMITTEE. The Medical Director will be willing to speak about professional health and impairment and its impact on the professional community and

discuss the investigation, intervention, evaluation, treatment and continuing care of recovering Licensees.

E. The Medical Director will be expected to work closely with the Federation of State Physician Health Programs as well as state and national chapters of the American Society of Addiction Medicine and related organizations such as AMERSA, AIM, IDAA to stay abreast of useful developments in the field of professional health.

F. The Medical Director will take an active role, as practical, and an oversight role otherwise in the investigation, intervention, and continuing care phase of program participants.

G. The Medical Director is expected to serve at all times as an active advocate on behalf of recovering Licensees who have earned such advocacy as well as their families and on behalf of advancing understanding and challenging stigma regarding the disease of addiction, psychiatric illness and other potentially impairing professional issues.

H. The Medical Director shall be responsible for the hiring, firing, setting of initial salary and supervision of PHN staff, who shall be employees of PHN Inc. One of these staff members shall be an Executive Director, who shall be responsible for the management and proper functioning of the PHN office.

I. The Medical Director will have day to day supervisory responsibility of the Executive Director who shall be the custodian of records, books and papers, and accounts belonging to the PHN Inc/COMMITTEE.

J. The Medical Director and Executive Director, in concert with the COMMITTEE

as appropriate, shall promulgate a budget for PHN Inc on an annual basis and submit the proposed budget to the PHN Board of Directors for approval on or before November 15 of each year. The PHN Inc. Board of Directors will consider the budget for approval at that November Board meeting or, in any case, prior to the end of that calendar year.

K. The Medical Director and Executive Director will be responsible for presenting any contract, lease or other legal document that bind or otherwise obligate PHN Inc to the PHN Board of Directors for their information and for approval as defined in PHN Policy or Bylaws.

Section 8. <u>Duties and Responsibilities of the BOARD</u>: In implementing its duties under Applicable board policy and state law and this Memorandum of Understanding, the BOARD, through its Executive Director, shall have and exercise a broad range of functions and responsibilities, including, but not limited to, the following:

A. To receive, evaluate and investigate reports of suspected impairment from PHN and any other source including, but not limited to, the public, colleagues, professional organizations, and licensee family members, etc. In cases of chemical dependency or psychiatric illness or other potentially impairing licensee health issues the BOARD shall refer the impaired Licensee to the PHN/COMMITTEE for prompt intervention, evaluation and treatment and continuing care as appropriate. The BOARD shall provide any and all documentation which the investigative staff and Executive Director believe would be helpful to the PHN PROGRAM/COMMITTEE to implement a successful intervention leading to treatment and recovery. In cases where the BOARD investigation reveals other violations in

addition to the impairment issue in question, the BOARD may, in its sole and absolute discretion, refer the potentially impaired Licensee for treatment while reserving the right to initiate disciplinary action based on other grounds. Notwithstanding, it is the purpose and intent of PHN to serve as an alternative to the disciplinary process in the usual case.

B. The BOARD, it's Executive Director, Staff, and Investigators shall, as needed, assist the PHN/COMMITTEE with investigation efforts necessary to allow a successful intervention.

C. In cases where a Licensee has been referred by the BOARD to PHN, the BOARD reserves the right, in its sole and absolute discretion to require the Licensee to fully cooperate with PHN/COMMITTEE. On occasion, PHN/COMMITTEE may request the BOARD take this action to prompt more full cooperation on the part of a resistant Licensee. Where an agreement based on Addictive Illness or other potentially impairing condition is entered into between a Licensee and the BOARD, the agreement, referred to as a Continuing Care Contract (CCC) shall not be deemed disciplinary action, and shall not be considered a public record. The BOARD reserves the right, at its sole and absolute discretion, to pursue disciplinary action while requiring PROGRAM participation when there are other substantive violations or when the public safety demands such action.

D. It is recognized and acknowledged by the undersigned parties that, with rare exception, a Licensee with prescriptive authority or drug access who has active chemical dependency will have engaged in some form of drug seeking or drug diversion behavior for self use. With this recognition, the BOARD shall not, as a matter of course, restrict the

Licensee's right to prescribe, administer or dispense controlled substances or other drugs having addiction-forming or addiction-sustaining liability. However, where an agreement is executed based on chemical dependency and other statutory grounds for disciplinary action as enumerated under the appropriate Miss. Code, the BOARD reserves the right to take such action as may be deemed appropriate for the protection of the public.

E. The BOARD'S Executive Director and/or investigative staff shall cooperate fully with the PHN, its Medical Director, Executive Director, PHN Staff and COMMITTEE to implement the PHN PROGRAM. To this extent, when information is brought to the attention of the BOARD or its investigative staff of non-compliance with any Continuing Care Contract or other monitoring requirement of the COMMITTEE, this information shall be promptly reported in writing to the PHN Medical Director.

F. PHN understands the BOARD, through its Executive Director and its investigative staff has the right to implement a co-occurring urine and/or tissue screen program as an adjunct to the screening process of the PHN Program. This typically involves the Board investigative staff personally or through its contracted agents collecting urine specimens on their licensees know to the Board. As a general rule BOARD will not set up other urine screening apart from PHN Inc but to work through PHN Inc should they desire an increased level of tissue screening.

Section 9. <u>Continuing Care Monitoring by the PHN</u>: Recovering Licensees completing any indicated treatment shall be carefully monitored through a contract with the PHN with the active oversight of the COMMITTEE and its Medical Director. Such contracts will generally

be for five (5) years with individual variation based on diagnoses and individual circumstance at the discretion of the COMMITTEE. Such monitoring shall include, as available and applicable, weekly local PHN facilitated support group attendance (if applicable); reports from the Recovery Group Facilitators as appropriate; reports from all assigned Licensee Monitors; periodic personal appearances before the COMMITTEE; Alcoholics Anonymous/Narcotics Anonymous and/or other self-help attendance, as applicable, etc. Regular reports will be provided by any physician, psychiatrist, psychologist or other mental health providers involved in the recovering Licensee's ongoing treatment or monitoring. The PHN Continuing Care Contract (CCC) will be composed of effective language indicated for the support of the Licensee's recovery and the protection and welfare of the public. The COMMITTEE shall be responsible for applicable urine and/or tissue screening of all PHN program participants. As applicable, any confirmed positive screen obtained by PHN for unauthorized mood altering substances including alcohol shall prompt an immediate investigation by the COMMITTEE/Medical Director with further evaluation, treatment, and continuing care as may be indicated and described in Section 5 and 11.

Section 10. Monitoring by the BOARD: While not typical, the BOARD may elect to implement a system of random, unannounced, witnessed urine and/or tissue screens for BOARD known Licensees recovering from addictive illness. Only the BOARD'S Executive Director, those members of the investigative staff responsible for urine and/or tissue screens, and the applicable toxicology lab shall be aware of the Licensee's name. Unless otherwise authorized by section 8 and 11, the Licensee's name and results of any urine and/or tissue

screens, shall not be deemed to be public record.

If instituted, the BOARD obtained urine and/or tissue samples shall be taken utilizing the standard chain of custody forms and procedures. The chain of custody form utilized will identify Licensees by name. The sample, along with the chain of custody form, will be submitted to the appropriate toxicology lab by the BOARD for testing. The results, along with the billing statement, shall be sent to the recovering Licensee. A copy of the results shall be provided to the PHN Medical Director/COMMITTEE and Executive Director of the BOARD. Failure of the licensee to submit or cooperate with the collection of specimens and/or failure to pay the laboratory testing fees in a timely and appropriate manner shall constitute a breach of CCC contract. Such cases shall be referred to the BOARD.

Aside from a personally conducted or arranged BOARD Urine/Tissue Testing program, the BOARD agrees to allow the PHN to be responsible for all urine/tissue testing.

Section 11. Relapse Management: Different levels of relapse behavior are recognized. For the purposes of this agreement, the levels of relapse are defined as follows:

A. Level 1. Behavior that might indicate mental relapse without chemical use.

B. Level 2. Relapse with chemical use outside the context of active professional duty.

C. Level 3. Relapse with chemical use within the context of the Licensee's active profession.

PHN/COMMITTEE may elect to manage Level 1 and most Level 2 relapse. Level 3 relapses shall be reported by the Medical Director of the PHN to the Executive Director of the

BOARD. On occasions the COMMITTEE may determine it necessary to report level 2 relapse and, more rarely, Level 1 relapse to the BOARD. Irrespective, a report of relapse behavior or overt relapse will include, or be followed by, circumstances of the relapse, the action taken by the COMMITTEE in response to the relapse, and the COMMITTEE'S recommendations to the BOARD regarding the relapse. In each case, the Executive Director of the BOARD will then decide if the relapse needs to be brought before the BOARD. If necessary, the BOARD will then consider the level of relapse, the action taken by the PROGRAM/COMMITTEE, and the recommendations of the COMMITTEE. The BOARD shall have the authority to (i) allow COMMITTEE to manage the problem, (ii) warn the Licensee of impending disciplinary action, or (iii) initiate disciplinary action.

Section 12. **Portability**: All Continuing Care Contracts shall have a provision for notification to the BOARD, the appropriate state health program, and/or state licensing authority of any other state, should the Licensee under contract decide to move out of state.

Section 13. **Confidentiality**: All information, files or records maintained by PHN Inc., or any of its members, attorneys, staff, or employees shall be maintained in the strictest confidence and shall not be disclosed to any individual, organization or entity unless, (i) it is essential to disclose such information to further the intervention, treatment, counseling or rehabilitation needs of the individual Licensee concerned, and then only to those persons or organizations who need to know, and then only as consistent with the confines of applicable law, or (ii) unless its release is authorized in writing by the Licensee, or (iii) unless the COMMITTEE is required to render a report to the BOARD. Any request directed to the

PHN/COMMITTEE or any member thereof for information or records, including any subpoena, shall, depending on the facts of each case, be directed to either legal counsel for the BOARD or PHN. In those cases where the BOARD is party to a CCC, any request or subpoena of records involving that particular Licensee shall be directed to the attorney for the BOARD for disposition. In those cases where the BOARD is not a party to a CCC, any request or subpoena of records involving that particular Licensee shall be directed to the attorney for PHN for disposition. **Regardless of the attorney involved, subpoena for PHN Participant Records shall be resisted to the fullest extent of the law**. Unless otherwise required by law, any confidential participant information and other non-public information acquired, created, or used in good faith by the PHN/COMMITTEE, or the BOARD pursuant to this section shall remain confidential and shall not be subject to discovery or subpoena in any civil case.

Section 14. **Funding**: To the extent authorized by law and agreed to between the PROGRAM and BOARD, funding for the PHN and the COMMITTEE shall be provided, in part, by the BOARD. The Dental Board hereby agrees to pay PHN, Inc. an amount equal to $25/Board licensee due and payable at the beginning of each yearly contract period or as may otherwise be agreed to by the Board and PHN. At the BOARD'S prerogative, a surcharge will be added to the annual licensure fee for health providers licensed by the BOARD to practice in Mississippi which shall be used to fund the PHN/COMMITTEE. Other funds shall be provided by tax-deductible donations and by program participant fees. The PHN shall explore all avenues to develop further funding to support its activities and mission.

PHN/COMMITTEE funds provided hereunder shall only be utilized to support its activities for professionals licensed by the BOARD and the PHN/COMMITTEE. It is understood that PHN/COMMITTEE activities and services for health providers not licensed by the BOARD shall be supported with funds from those individual Licensees and their licensing agencies. BOARDS contracted with PHN Inc. will pay the same amount per licensee barring PHN Board of Director approved variation. PHN reserves the right to adjust PHN participant fees based on a sliding fee per specialty and ability to pay. Consistent with its charitable purpose, PHN as a 501(c)(3), will not refuse services to individual PROGRAM participants based on a legitimate inability to pay.

Section 15. Approval of Treatment Facilities: PHN/COMMITTEE utilizes a number of treatment facilities recognized nationally for their expertise in the evaluation and treatment of professional licensees. In some cases, specific treatment centers may be authorized for specific professions to aid affordability while assuring quality acceptable to PHN and the BOARD. No Licensee shall be referred to a treatment facility for evaluation and/or treatment unless that facility has been approved by the COMMITTEE in consultation with that professionals BOARD as may be appropriate. The COMMITTEE may agree to an individual exception under special circumstances if appropriate. Any Licensee with a history of a potentially impairing illness/condition who comes to the attention of either the BOARD or PHN after having completed either a recognized or non-recognized treatment process will be referred to the COMMITTEE for review in terms of quality and stability of recovery. Monitoring or additional treatment may be mandated if warranted. Guidelines for approval of

treatment facility shall be created and amended as needed by COMMITTEE whose job it is to stay abreast of cost-effective treatment facilities and the services they provide. In this regard, any and all funds provided by the BOARD to support the PHN/COMMITTEE as provided in Section 14 above, shall not be deemed or interpreted as an inducement for remuneration in return for referral of potentially impaired Licensees to any treatment facility or its medical staff.

No professional will be required to attend any treatment unless it is determined necessary by the COMMITTEE and/or the appropriate treatment professionals.

Section 16. **Immunity**: Program activities conducted in good faith pursuant to this Memorandum shall not be grounds for civil action under the laws of this State and are deemed to be State directed and sanctioned and shall constitute State action for the purposes of application of antitrust laws and the Mississippi Tort Claims Act.

Section 17. **New Administrative Policies**: The BOARD and PHN/COMMITTEE shall work in conjunction with each other to develop further administrative policies necessary to promote and effectuate the mission of the PHN.

Section 18. **Term of Agreement**: This Memorandum, as amended, shall be in effect for a period of one (1) year from the date set forth above, and shall automatically renew for successive one (1) year periods, unless either party gives written notice to the other of termination not less than ninety (90) days prior to the end of the current one year term.

Section 19. **Default**: If either party to this agreement violates any of the terms and covenants contained herein, said violation shall be deemed an event of default. Upon the

event of default, the non-defaulting party may, at its option, declare the agreement terminated by giving notice, including the specific written reasons therefore. Notwithstanding, it is the intent and purpose of this agreement to encourage both parties to amicably resolve any differences. To this extent, the non-defaulting party may, at its option, request the defaulting party to take immediate steps to come into compliance with this agreement. Failure of the defaulting party to comply with the terms herein within a reasonable period of time, but not exceeding thirty (30) days, shall authorize the non-defaulting party to declare the Agreement as terminated.

Section 20. **Modification**: No modification or amendment of this Memorandum shall be effective unless approved by the COMMITTEE, PHN Board of Directors, and the BOARD. Such modification or amendment shall be in writing and signed by all parties.

Section 21. **Notice**: All notices given with respect to this Memorandum shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail to the party to be notified at the address set forth below, or at such Address as either party may from time to time designate in writing, to-wit:

If to the **Professionals Health Network Inc/ PHN COMMITTEE**:

5192 Old Hwy 11, Suite 1
Hattiesburg, MS 39402

If to the **Mississippi State Board of**

Section 22. **Applicable Law**: This agreement shall be governed by and construed in accordance with the laws of the state of Mississippi.

Section 23. **Additional Documents**: Each of the parties hereto agree to execute any document or documents that may be required from time to time by the other party to implement or complete the party's obligation pursuant to this Memorandum.

Section 24. **Entire Agreement**: This Memorandum expressly or through reference constitutes the entire agreement between the BOARD, Professional Health Network Inc. and the Professionals Health Network COMMITTEE covering the subject matter herein contained and shall supersede any previous agreements between the parties concerning said subject matter, whether previous agreement shall have been oral or reduced to writing.

IN WITNESS THEREOF, the parties acknowledge their intent to be bound by this Memorandum by affixing their signatures herein below.

The MISSISSIPPI STATE BOARD OF DENTAL EXAMINERS

By: _____
Executive Director

PROFESSIONALS HEALTH NETWORK, Inc.

By: _____
Medical Director/President/CEO

PROFESSIONALS HEALTH NETWORK COMMITTEE

By: _____
Chairman

Sample Contracts

(A&D Contract and Non-Chemically Dependent Contract)

Professionals Health Network, Inc

Sample A & D Contract

PROFESSIONALS HEALTH NETWORK INC.
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
(601)261-9899 fax (601)268-0376
Gary D. Carr, M.D., Medical Director
Donna Young, Executive Director

DATE:

NAME: PHN NO.

HOME ADDRESS:

HOME PHONE NUMBER:

E-MAIL ADDRESS

PRACTICE/BUSINESS LOCATION ADDRESS:

OFFICE PHONE NUMBER:

OFFICE FAX NUMBER

CELL PHONE NUMBER:

SPECIALTY:

Continuing Care Contract

THE PURPOSE OF THIS CONTRACT is to aid my successful recovery. Studies indicate that PHN-styled continuing care is highly successful and is the standard for professionals with addictive illness. PHN serves not only as my monitoring entity but as fellow professionals who believe in me and in my value to myself, my loved ones, my profession, my community and my state. It is PHNs job to fully support my recovery and success.

IN CONSIDERATION of the Professionals Health Network (PHN) and the COMMITTEE agreeing to assume an active advocacy role on my behalf with my professional association and regulatory entity (BOARD), or other licensing boards and other appropriate agencies, I _____ hereby agree to comply with the following terms and conditions:

1. **Total Abstinence.** I agree to abstain completely from the use of any medications, alcohol and other mood-altering substances including non-approved over-the-counter medications unless ordered by my Primary Care Physician, specialists they may refer me to or other providers. When prescribed mood altering substances, I understand I am to clear these through my PHN Monitoring Physician prior to taking them (See under **Primary Care Physician** and **PHN Physician Medication Monitor** below).

   I have been provided with a list of approved over-the-counter medications (Appendix A).

   If my license would otherwise allow me to do so, I agree not to prescribe, dispense or administer to myself or family members any drug having addiction-forming or addiction-sustaining liability. I understand it is the strong recommendation of the PHN COMMITTEE and my BOARD that recovering professionals avoid treating themselves or family members in any way.

2. **Urine and/or Tissue Screens.** I agree to provide random urine and/or blood drug screens as directed by the Professionals Health Network in addition to any other screens which may be obtained by other agencies. PHN toxicology screens will be obtained via Affinity Solutions. PHN reserves the right to obtain any additional screens it might determine necessary. If I am known to my BOARD, I understand my BOARD will receive a copy of any screens collected by the PHN and reciprocally PHN will receive a copy of any screens from my BOARD. I understand that I am responsible for all costs related to drug screening, whether at the request of my BOARD or PHN and that failure to pay for screens is a violation of my contract.

3. **Other Screening.** While unusual, I understand I am subject to further verification of my recovery, which may include hair analysis and polygraph testing.

4. **Primary Care Physician.** I have selected Dr. _____ (subject to approval by THE COMMITTEE) as my Primary Care Physician, located at _____, home phone _____, office phone _____.

   I agree to provide the PHN/COMMITTEE with a release for the purpose of monitoring any treatment provided to me by my Primary Care Physician and/or any specialist he may refer me to. I understand the PHN may be required to share pertinent information with my BOARD which may include actual reports, evaluations, consults and Discharge Summaries.

I agree that in the event my Primary Care Physician or specialist determines that it is necessary to administer, dispense or prescribe to me any drug having addiction-forming or addiction-sustaining liability, the Primary Care Physician shall notify the PHN by phone, fax or in writing, to the attention of the Medical Director, within twenty-four (24) hours of administration, dispensation or issuance of any prescription. I understand this information, if necessary, may be forwarded to my BOARD by the PHN. This requirement shall also apply to any care rendered to me by any dentist or other professional with prescriptive authority. The responsibility to ensure that the provider files the required notification rests with me.

5. **PHN Physician Medication Monitor**. I understand it is my responsibility to clear any and all medication prescribed by any provider through an approved Monitoring Physician. If appropriate, THE COMMITTEE may approve my primary care physician to serve in both capacities. My Medication Monitoring Physician is _____ _____ as my located at _____ _____, office phone _____.

6. **Workplace Observer.** I understand I **may be** assigned a work place observer who will provide PHN quarterly reports regarding my workplace performance. The work place observer should provide an immediate report to PHN should any concerns arise. My workplace monitor is _____
Located at _____
Phone numbers: _____

7. **Psychotherapy.** (If applicable) I agree to participate in individual psychotherapy at a frequency to be determined by my therapist. The therapist may consult with PHN as deemed appropriate and will submit quarterly reports to PHN of compliance and progress. My therapist is _____
Located at _____
Phone number _____.

8. **Attendance at Self-Help Groups.** I agree to attend a self-help group such as **AA or NA** three (3) times per week. I understand I am responsible for documenting these meetings by calendar for my file. I am to submit my monthly attendance calendar online via Affinity to PHN by the last day of each month.
Home Group/location:_____.

9. **Other Meeting Requirements:** If applicable, I agree to participate in continuing care group therapy at **Caduceus Club or equivalent** meetings each week. My group facilitator is:_____
Phone Numbers(s): _____.

I agree to attend the **Annual PHN CE Addiction Conference** and other special functions of the PHN.

Other requirements (a) Obtain at least one (1) AA/NA sponsor. (b)_____

10. **Reporting Requirements.** I agree to contact the office of the PHN by phone at 601-261-9899 and speak to Donna once (1) per month or as otherwise directed by the COMMITTEE. (NOTE: If you are doing well, it is acceptable to leave a message for Donna on the answering machine.)

11. **Medical Release and Authorization.** I agree to provide appropriate release forms for urine drug screen results, treatment center records, therapist reports, and other written and verbal information required to comply with the above request.

I hereby authorize the treatment center wherein I received treatment for chemical dependency, its administrator, medical staff and personnel, or any other treatment center or hospital to release to the PHN (and my BOARD if applicable) all records of any treatment. Additionally, I shall provide the PHN (and my Board if applicable) with authorization to obtain medical information for the purpose of monitoring or reviewing treatment or therapy that I have received from the treatment center. I agree and understand that if I am known to my BOARD there must be a free flow of information to and from the PHN and my BOARD, necessary to ensure my compliance with this Agreement, but most importantly, to ensure my continued recovery. In this regard, I hereby agree to execute any and all other medical releases necessary to accomplish this goal. At any time, the PHN and my BOARD (if applicable) may freely communicate with, via telephone, facsimile, or personal interview, any individual or entity involved in my treatment – past or present - and/or recovery, including but not limited to, any employee and/or representative of PHN/my BOARD, any hospital or health care facility in whom I have received treatment, any physician or other health care entity from which I have received medical and/or dental care, business associates, partners, friends and family. In so doing, I waive any and all privileges and rights of confidentiality which I would otherwise possess with respect thereto. This release and authorization is specifically granted in compliance with 42 U.S.C. §290(dd-2) (Confidentiality of Records of the Identity, Diagnosis, Prognosis and Treatment of Substance Abuse Patients) and 42 C.F.R. Part 2 (Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records).

Any refusal on my part to execute a medical release deemed necessary to accomplish the above exchange of information or any act on my part which may be interpreted as a revocation of a previously executed release, shall be deemed a violation of this Agreement and shall be immediately reported to the PHN/my BOARD.

12. **Honest Disclosure.** I understand my ethical and contractual obligation to honestly and completely answer any and all application questions regarding my recovery and participation with PHN. Deception or dishonesty in reporting reflects negatively on my recovery and PHN in its role as my advocate. When in doubt, I will call PHN for guidance. Infractions regarding dishonesty are viewed seriously and may result in a report to my BOARD and possible recommendations for further treatment, contract extension or loss of advocacy.

13. **Progress Reports/Access to Agreement.** I understand that if I am known to my BOARD a copy of any and all aftercare conditions and/or contracts and all other aspects of my recovery process shall be forwarded to my BOARDS, Executive Director or equivalent.

I understand PHN shall provide my BOARD with progress reports on a quarterly basis (or more often if requested to do so by my BOARD). Professionals referred to the PHN by their BOARD will be reported on by name. Professionals referred to PHN via other routes will be reported on by number.

14. **Periodic Re-evaluation.** I agree to appear before the COMMITTEE located in Jackson, MS for periodic re-evaluation when scheduled by the COMMITTEE.

15. **Family and Spouse.** I will actively encourage my SPOUSE/SIGNIFICANT OTHER/FAMILY to involve themselves in continuing, supportive care through Al-Anon and/or other recovery resources.

16. **Statutory Compliance.** I agree to obey all federal, state and local laws and all rules governing the practice of my profession in the State of Mississippi.

17. **Term.** I agree to the terms of this contract for a period of five (5) years and I will follow this contract and any subsequent recommendations of the COMMITTEE during my continuing care monitoring phase. Upon completion of this contract, an evaluation will be made by the COMMITTEE for the purpose of extension, renewal or discharge.

18. **Notification of Change in Status.** I agree to notify the PHN/my BOARD of any change in my physical or mental health, my residence or place of employment.

I agree that should I, during the five (5) year period of this contract, decide to leave Mississippi to reside in or practice my profession in another state, PHN hereby has my authorization to notify the appropriate State Board and/or Professionals Heath Program of my residence and/or practice in that state.

I further agree to notify my BOARD and PHN in writing, within ten (10) days prior to departing this state to practice my profession in another state. Unless, I affiliate with a recovery program recognized by my BOARD and PHN, periods of residency or practice outside Mississippi may not apply to the reduction of time periods specified in this Continuing Care Contract. This determination is made at the sole discretion of the COMMITTEE and my BOARD.

19. **Payment of Costs.** I agree to pay annual PHN dues and fees when billed.

20. **Financial Responsibility:** I agree to be responsible regarding my financial obligations. I understand PHN considers financial responsibility, in general, an important element of recovery. Specifically, I accept my financial responsibility to PHN, my treatment providers, laboratory screening services, therapists, psychiatrists, etc. as may be applicable.

21. **Subpoena for Records.** Unless directed otherwise by the Program Participant, PHN resists release of subpoenaed participant records to the fullest extent of the law. I understand that I am financially liable for PHN costs and attorney fees in such matters. I will be kept abreast of any such proceedings and PHN will defer to my desires in this matter.

22. **Breach of Contract and/or Relapse.** I understand that ANY breach of this contract will be grounds for re-evaluation by the COMMITTEE and may result in a report to my BOARD.

If I am known to my Board, I understand that should I experience a relapse in the context of practicing my profession, this fact shall be immediately reported by the COMMITTEE to the Executive Director (or equivalent) of my BOARD. Such report will include, or be followed by the COMMITTEE'S response to the relapse and its recommendations regarding the relapse. I understand the COMMITTEE'S recommendations to my BOARD following a relapse non-binding on my BOARD. If I am unknown to my Board, a relapse may still prompt a report to my BOARD based on my particular circumstances. In any case, I will be expected to immediacy and fully comply with all COMMITTEE instructions regarding work, further evaluation, treatment, etc.

In the event I suffer a relapse and/or fail to comply with any or all of the conditions imposed by this Agreement, my BOARD shall have the authority – dependent on state law-, with recommendation from the COMMITTEE, to immediately prohibit me from practicing my profession until such time as my BOARD and the COMMITTEE determines that I am able to return to the practice of my profession. In

so doing, my BOARD and THE COMMITTEE may require me to undergo further evaluation and treatment if indicated.

In the event of a relapse or violation of this agreement, any action by my BOARD may be deemed disciplinary action, and all documents relating thereto, including this Agreement, shall thereafter be subject to discovery as may be allowed by my BOARDS policies and state law.

23. **Hold Harmless Agreement.** As an express condition for participation, I hereby release and forever discharge the PHN, the COMMITTEE and my BOARD (if applicable), their respective agents, representatives, employees, staff members, and all personnel designated by the PHN, the COMMITTEE or my BOARD to assist me, and each of them and all of them, past, present and future from any claims, demands, obligations, costs of any kind or nature whatsoever, arising out of any action of commission or omission in connection with my participation in the Professionals Health Network.

NOTE: ALTERATIONS OF THIS CONTRACT CANNOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE MEDICAL DIRECTOR AND/OR THE COMMITTEE.

Medical Director, PHN **Date**	**COMMITTEE Chair** **Date**
	Program Participant **Date**

cc: *As Applicable:*
Program Participant
Executive Director, MY BOARD
PHN Medication Monitoring Physician
Primary Care Physician
Recovery Group Club Facilitator
Workplace Observer
Therapist
Psychologist
Psychiatrist
Accountability Partners

Sample Contract for Participants who do not have a diagnosis of Substance Abuse Disorder

PROFESSIONALS HEALTH NETWORK INC.
5215 Old Highway 11 Suite 80
Hattiesburg MS 39402
Gary D. Carr, M.D., Medical Director
Donna Young, Executive Director

DATE:

NAME: PHN NO.

HOME ADDRESS:

OFFICE ADDRESS:

E-MAIL ADDRESS

HOME PHONE NUMBER:

OFFICE PHONE NUMBER:
OFFICE FAX NUMBER

CELL PHONE NUMBER:

SPECIALTY:

Continuing Care Contract

IN CONSIDERATION of the Professionals Health Network (PHN) and the COMMITTEE agreeing to assume an active advocacy role on my behalf with the _____ , or other licensing boards and other appropriate agencies, I _____ hereby agree to comply with the following terms and conditions:

1. **Avoidance of Unauthorized Mood Altering Substances.** I do not have the diagnosis of Chemical Dependency or Alcoholism. However, I agree to abstain completely from the use of any mood altering medications or drugs unless prescribed by my treating professional

   I understand it is the strong recommendation of the PHN Committee that all professionals avoid treating themselves or family members in any way.

2. **Urine and/or Tissue Screens. I understand that I do not have a diagnosis of Substance Abuse Disorder. However, if asked to do so or for cause,** I agree to provide random urine and/or blood drug screens as directed by the Professionals Health Network in addition to any other screens which may be obtained by other agencies. PHN toxicology screens will be obtained via Affinity Solutions. PHN reserves the right to obtain any additional screens it might determine necessary. I understand _____ may receive a copy of any screens collected by the PHN. I understand that I am responsible for all costs related to drug screening, whether at the request of _____ or PHN and that failure to pay for screens is a violation of my contract. I understand that I am to notify PHN prior to leaving for vacation, educational seminars, _____s, etc. to request a monitoring interruption.

3. **Other Screening/Polygraph.** I understand I am subject to further testing, which may include hair analysis and polygraph testing.

4. **Primary Care Physician.** I have selected Dr. _____ (subject to approval by THE COMMITTEE) as my Primary Care Physician, located at _____, home phone _____, office phone _____.

   I agree to provide the PHN/COMMITTEE with a release for the purpose of monitoring any treatment provided to me by my Primary Care Physician and/or any specialist he may refer me to. I understand the PHN may be required to share pertinent information with _____ which may include actual reports, evaluations, consults and Discharge Summaries.

   I agree that in the event my Primary Care Physician or specialist determines that it is necessary to administer, dispense or prescribe to me any drug having addiction-forming or addiction-sustaining liability, the Primary Care Physician shall notify the PHN by phone, fax or in writing, to the attention of the Medical Director, within twenty-four (24) hours of administration, dispensation or issuance of any prescription. I understand this information, if necessary, may be forwarded to _____ by the PHN. This requirement shall also apply to any care rendered to me by any dentist or other professional with prescriptive authority. The responsibility to ensure that the provider files the required notification rests with me.

5. **PHN Physician Medication Monitor**. I understand it is my responsibility to clear any and all medication prescribed by any provider through an approved Monitoring Physician. If appropriate, THE COMMITTEE may approve my primary care physician to serve in both capacities. My Medication Monitoring Physician is _____ _____ as my located at _____ _____, office phone _____.

6. **Therapy.** I agree to see a therapist for individual therapy. My therapist is _____ _____located at _____ Phone number _____. I understand that my therapist will send quarterly Reports (or more often if requested) of my compliance/progress to PHN. I further agree that I will not discontinue seeing my therapist unless agreed upon by PHN and all involved parties.

7. **Psychiatrist. (if applicable)** I agree to see a psychiatrist for psychiatric care on an ongoing basis that has been approved by the PHN Committee. My psychiatrist is_____ Located at _____. Phone number _____. I agree to take my medications appropriately and am not to discontinue or change medications. I understand that there is to be a free flow of communication between my psychiatrist and PHN. I further understand that PHN will require quarterly reports (or more often if requested).

8. **Workplace Observer.** I understand I will have a workplace observer who must be approved by the PHN Committee. My workplace observer is _____ Address: _____ Phone Number _____email address_____. I understand that my workplace observer will provide quarterly reports (or more often if requested) by PHN.

9. **Meeting Requirements:** I agree to participate in a peer support group such as _____ as approved by PHN and the _____.

   I am encouraged to attend the **Annual PHN Addiction _____ CE meeting** held in Jackson each winter and other special functions of the PHN.

10. **Reporting Requirements.** I agree to contact the office of the PHN by phone at 601-261-9899 and speak to Donna once (1) per month or as otherwise directed by the COMMITTEE. (NOTE: If you are doing well, it is acceptable to simply leave a message for Donna on the answering machine.)

11. **Medical Release and Authorization.** I agree to provide appropriate release forms for urine drug screen results, treatment center records, therapist reports, and other written and verbal information required to comply with the above request.

I hereby authorize the treatment center wherein I received treatment, its administrator, medical staff and personnel, or any other treatment center or hospital to release to the PHN and _____ all records of any treatment. Additionally, I shall provide the PHN/_____ with authorization to obtain medical information for the purpose of monitoring or reviewing treatment or therapy that I have received from the treatment center. I agree and understand that there must be a free flow of information to and from the PHN and _____, necessary to ensure my compliance with this Contract, but most importantly, to ensure my continued well being. In this regard, I hereby agree to execute any and all other medical releases necessary to accomplish this goal. At any time, the PHN and _____ may freely communicate with, via telephone, facsimile, or personal interview, any individual or entity involved in my treatment – past or present - and/or recovery, including but not limited to, any employee and/or representative of PHN/_____, any hospital or health care facility in whom I have received treatment, any physician or other health care entity from which I have received medical and/or dental care, business associates, partners, friends and family. In so doing, I waive any and all privileges and rights of confidentiality which I would otherwise possess with respect thereto. This release and authorization is specifically granted in compliance with 42 U.S.C. §290(dd-2) (Confidentiality of Records of the Identity, Diagnosis, Prognosis and Treatment of Substance Abuse Patients) and 42 C.F.R. Part 2 (Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records).

Any refusal on my part to execute a medical release deemed necessary to accomplish the above exchange of information or any act on my part which may be interpreted as a revocation of a previously executed release, shall be deemed a violation of this Contract and shall be immediately reported to the PHN/_____.

12. **Honest Disclosure.** I understand my ethical and contractual obligation to honestly and completely answer any and all application questions regarding my recovery and participation with PHN. Deception or dishonesty in reporting reflects negatively on my recovery and PHN in its role as my advocate. When in doubt, I will call PHN for guidance. Infractions regarding dishonesty are viewed seriously and may result in a report to _____ and possible recommendations for further treatment, contract extension or loss of advocacy.

13. **Progress Reports/Access to Contract.** I understand that a copy of any and all aftercare conditions and/or contracts and all other aspects of my recovery process shall be forwarded to _____ Executive Director.

I understand PHN shall provide _____ with progress reports on a quarterly basis (or more often if requested to do so by _____). Methodists referred to the PHN by the _____ will be reported on by name. Methodists referred to PHN via other routes will be reported by number with their identity known only to the Executive Director of the _____ and any investigative staff charged with urine collections. Notwithstanding, the _____ supports this process and will protect my anonymity so long as I remain compliant with all recovery elements.

14. **Periodic Re-evaluation.** I agree to appear before the COMMITTEE located in Jackson, MS for periodic re-evaluation when scheduled by the COMMITTEE.

15. **Family and Spouse.** I will actively encourage my SPOUSE/SIGNIFICANT OTHER/FAMILY to

involve themselves in continuing, supportive care.

16. **Statutory Compliance.** I agree to obey all federal, state and local laws and all rules governing the practice of ministry in the State of Mississippi.

17. **Term.** I agree to the terms of this contract for a period of five (5) years and I will follow this contract and any subsequent recommendations of the COMMITTEE during my continuing care monitoring phase. Upon completion of this contract, an evaluation will be made by the COMMITTEE for the purpose of extension, renewal or discharge.

18. **Notification of Change in Status.** I agree to notify the PHN/_____ of any change in my physical or mental health, my residence or place of employment.

I agree that should I, during the five (5) year period of this contract, decide to leave Mississippi to reside in or practice my profession in another state, PHN hereby has my authorization to notify the appropriate State _____ of my residence and/or practice in that state.

I further agree to notify _____ and PHN in writing, within ten (10) days prior to departing this state to practice my profession in another state. Unless, I affiliate with a recovery program recognized by _____ and PHN, periods of residency or practice outside Mississippi may not apply to the reduction of time periods specified in this Continuing Care Contract. This determination is made at the sole discretion of the COMMITTEE and _____.

19. **Payment of Costs.** I agree to pay annual PHN dues and fees when billed. At this time, my _____ will pay my annual fees. This is subject to change with notice.

20. **Financial Responsibility:** I agree to be responsible regarding my financial obligations. I understand PHN considers financial responsibility, in general, an important element of recovery. Specifically, I accept my financial responsibility to PHN, my licensure board, my treatment providers, laboratory screening services, therapists, psychiatrists, etc. as may be applicable.

21. **Subpoena for Records.** Unless directed otherwise by the Program Participant, PHN resists release of subpoenaed participant records to the fullest extent of the law. I understand that I am financially liable for PHN costs and attorney fees in such matters. I will be kept abreast of any such proceedings and PHN will defer to my desires in this matter.

22. **Breach of Contract and/or Relapse.** I understand that ANY breach of this contract will be grounds for re-evaluation by the COMMITTEE and may result in a report to _____.

I understand that should I fail to comply with any or all of the conditions imposed by this Agreement, this fact shall be immediately reported by the COMMITTEE to the Director of Spiritual Leadership of the _____. Such report will include, or be followed by the COMMITTEE'S response to

the non-compliance and its recommendations.

In the event I fail to comply with any or all of the conditions imposed by this Contract, the _____ shall have the authority, with recommendations from the COMMITTEE, to immediately prohibit me from practicing my profession until such time as the _____ and the COMMITTEE determine that I am able to return to the practice. In so doing, the _____ and the COMMITTEE may require me to undergo further evaluation and/or treatment.

23. **Hold Harmless Agreement.** As an express condition for participation, I hereby release and forever discharge the PHN, the COMMITTEE and _____, their respective agents, representatives, employees, staff members, and all personnel designated by the PHN, the COMMITTEE or _____ to assist me, and each of them and all of them, past, present and future from any claims, demands, obligations, costs of any kind or nature whatsoever, arising out of any action of commission or omission in connection with my participation in the Professionals Health Network.

24. **Checklist.**
   a. **If indicated,** Random, observed, urine drug screen as directed by the PHN/_____ .
   b. Monthly calendar of my Peer Support Meetings and Therapy meetings.
   c. If applicable, Workplace Observer

NOTE: ALTERATIONS OF THIS CONTRACT CANNOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL FROM THE MEDICAL DIRECTOR AND/OR THE COMMITTEE.

_____	_____
Medical Director, PHN **Date**	**COMMITTEE Chair** **Date**
_____	_____
_____ **Date**	**Program Participant** **Date**

cc: *As Applicable:*
Program Participant
Executive Director, _____
PHN Medication Monitoring Physician
Primary Care Physician
Recovery Group Club Facilitator
Workplace Monitor
Therapist
Psychologist
Psychiatrist

Professionals Health Network, Inc

Professionals Health Network
Conflict of Interest Policy
&
Signature Form

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

Conflict of Interest Policy

Article I
Purpose

The purpose of the conflict of interest policy is to protect PHN's tax-exempt interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

1. Interested Person

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family;

a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Conflict of interest policy (continued)

Article III
Procedures

1. Duty to Disclose
In connection with any actual or possible conflict of interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists
After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest
a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement
c) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances

not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy
a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Professionals Health Network, Inc
EIN 27-1021773

Conflict of interest policy (continued)

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contact:

a) The names of the persons who disclosed or otherwise were found to have a financial interest in

connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services precluded from voting on matters pertaining to that member's compensation.

c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a) Has received a copy of the conflicts of interest policy,

b) Has read and understands the policy;

c) Has agreed to comply with the policy, and

d) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Conflict of interest policy (continued)

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly records, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurnments, impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Approved by the PHN Board of Directors 11/5/09

PROFESSIONALS HEALTH NETWORK, INC

EIN 27-1032773

CONFLICT OF INTEREST STATEMENT

I, the undersigned affirm the following:

a. I have receive a copy of the conflicts of interest policy,
b. have read and understand the policy,
c. have agreed to comply with the policy, and
d. Understand the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Executed this _____day of _____, 20__.

By: _____

_____
(Print Name)

_____
(Print position or office)

Professionals Health Network

Conflict of Interest

Disclosure Statement

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK, INC.
A NON PROFIT CORPORATION

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Preliminary note: In order to be more comprehensive, this statement of disclosure/questionnaire also requires you to provide information with respect to certain parties that are related to you. These persons are termed "affiliated persons" and include the following:

a. your spouse, child, mother, father, brother or sister;
b. any corporation of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
c. any trust or other estate in which you have a substantial beneficial interest or as to which you serve as a trustee or in a similar capacity.

1. NAME OF EMPLOYEE OR BOARD MEMBER: (Please print)

_____

2. CAPACITY:
_____board of directors
_____executive committee
_____officer
_____committee member
_____staff (position): _____

3. Have you or any of your affiliated persons provided services or property to Professionals Health Network, Inc. in the past year?

_____YES _____NO

If yes, please describe the nature of the services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____
_____
_____

4. Have you or any of your affiliated persons purchased services or property from Professionals Health Network, Inc. in the past year?

_____YES _____NO

If yes, please describe the purchased services or property and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

5. Please indicate whether you or any of your affiliated persons had any direct or indirect interest in any business transaction(s) in the past year to which Professionals Health Network, Inc. was or is a party?

_____YES _____NO

If yes, describe the transaction(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

6. Were you or any of your affiliated persons indebted to pay money to Professionals Health Network, Inc., at any time in the past year (other than travel advances or the like)?

_____YES _____NO

If yes, please describe the indebtedness and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

7. In the past year, did you or any of your affiliated persons receive, or become entitled to receive, directly or indirectly, any personal benefits from Professionals Health Network, Inc. or as a result of your relationship with Professionals Health Network, Inc., that in the aggregate could be valued in excess of $1,000, that were not or will not be compensation directly related to your duties to Professionals Health Network, Inc.?

_____YES _____NO

If yes, please describe the benefit(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

8. Are you or any of your affiliated persons a party to or have an interest in any pending legal proceedings involving Professionals Health Network, Inc.?

_____YES _____NO

If yes, please describe the proceeding(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

9. Are you aware of any other events, transactions, arrangements or other situations that have occurred or may occur in the future that you believe should be examined by Professionals Health Network, Inc.'s [board or a duly constituted committee thereof] in accordance with the terms and intent of Professionals Health Network, Inc.'s conflict of interest policy?

_____YES _____NO

If yes, please describe the situation(s) and if an affiliated person is involved, the identity of the affiliated person and your relationship with that person:

_____

_____

_____

_____

I HERBY CONFIRM that I have read and understand Professionals Health Network, Inc.'s conflict of interest policy and that my responses to the above questions are complete and correct to the best of my information and belief. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate or that I have not complied with this policy, I will notify the Medical Director of Professionals Health Network, Inc. immediately.

_____ _____

Signature Date

PROFESSIONALS HEALTH NETWORK, INC.
A NON PROFIT CORPORATION

GIFT POLICY AND DISCLOSURE FORM

As part of its conflict of interest policy, Professionals Health Network, Inc. ("PHN") requires that directors, officers and employees decline to accept certain gifts, consideration or remuneration from individuals or companies that seek to do business with PHN or are a competitor of it. This policy and disclosure form is intended to implement that prohibition on gifts.

Section 1. "Responsible Person" is any person serving as an officer, employee or a member of the board of directors of PHN

Section 2. "Family Member" is a spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister, of a Responsible Person.

Section 3. "Contract or Transaction" is any agreement or relationship involving the sale or purchase of goods, services or rights of any kind, receipt of a loan or grant, or the establishment of any other pecuniary relationship. The making of a gift to PHN is not a "contract" or "transaction."

Section 4. Prohibited gifts, gratuities and entertainment. Except as approved by the Chairman of the Board or his designee or for gifts of a value less than $50 which could not be refused without discourtesy, no Responsible Person or Family Member shall accept gifts, entertainment or other favors from any person or entity which:

1. Does or seeks to do business with PHN or,
2. Does or seeks to compete with PHN or,
3. Has received, is receiving, or is seeking to receive a Contract or Transaction with PHN

GIFT STATEMENT

I certify that I have read the above policy concerning gifts, and I agree that I will not accept gifts, entertainment or other favors from any individual or entity, which would be prohibited by the above policy. Following my initial statement, I agree to provide a signed statement at the end of each calendar year certifying that I have not received any such gifts, entertainment or other favors during the preceding year.

_____ _____

Signature Date

Professionals Health Network

Assurance of Confidentiality Form

Professionals Health Network, Inc

PROFESSIONALS HEALTH NETWORK INC.

ASSURANCE OF CONFIDENTIALITY AGREEMENT

As an PHN Committee Member/Advisor, visitor, PHN employee, consultant, contract service provider, volunteers, program participants, or other person acting in any other capacity in connection with the Professionals Health Network, I acknowledge and agree to the following conditions regarding the disclosure of confidential information as governed by Mississippi State Law and the Federal Regulations on the Confidentiality of Alcohol and Drug Abuse Patient Records 42 CFR, Part 2 and any other state or federal law:

1. When examining, receiving, storing, or otherwise dealing with any information from the PHN/PHNC about program participants, all written materials, whether written or electronic, will be secured when not being used;

2. Discussions regarding PHN prospective program participants or actual program participants will be held in locations which ensure privacy;

3. No privileged information about PHN program participants or potential participants will be discussed with any parties not directly involved with the investigation, intervention, evaluation, treatment and continuing care of such participants, unless a release of information form has been signed by the program participant;

4. Access to PHN program participant files is limited to the PHN COMMITTEE and PHN Staff. Access to participant files by anyone else must be for legitimate reasons and approved by the PHN Medical Director and then only with the appropriate signed release by the program participant as appropriate;

5. All confidential information from program participant files shall be used only as minimally necessary to perform legitimate duties and operations;

6. All information relating to program participants obtained through interaction with the Professionals Health Network will continue to be protected, even after the interaction and/or relationship with PHN ends;

7. Disposal of any program participant file or document or other confidential information must be accomplished by shredding or other total destruction;

8. Any unauthorized disclosure of PHN Program Participants is a serious offense that can result in termination of employment or future participation with PHN/PHNC. Unauthorized release of certain information is a federal criminal offense punishable by a fine. Civil penalties and liability are also authorized.

Assurance of Confidentiality Agreement

Executed the _____ day of _____

Print Name_____

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Journal of Substance Abuse Treatment 37 (2009) 1 – 7

Journal of Substance Abuse Treatment

Regular article

How are addicted physicians treated? A national survey of physician health programs

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Received 23 March 2009; accepted 25 March 2009

Abstract

Introduction: Physicians with substance use disorders receive care that is qualitatively different from and reputedly more effective than that offered to the general population, yet there has been no national study of this distinctive approach. To learn more about the national system of Physician Health Programs (PHPs) that manage the care of addicted physicians, we surveyed all 49 state PHP medical directors (86% responded) to characterize their treatment, support, and monitoring regimens. **Results:** PHPs do not provide substance abuse treatment. Under authority from state licensing boards, state laws, and contractual agreements, they promote early detection, assessment, evaluation, and referral to abstinence-oriented (usually) residential treatment for 60 to 90 days. This is followed by 12-step–oriented outpatient treatment. Physicians then receive randomly scheduled urine monitoring, with status reports issued to employers, insurers, and state licensing boards for (usually) 5 or more years. Outcomes are very positive, with only 22% of physicians testing positive at any time during the 5 years and 71% still licensed and employed at the 5-year point. **Conclusion:** Addicted physicians receive an intensity, duration, and quality of care that is rarely available in most standard addiction treatments: (a) intensive and prolonged residential and outpatient treatment, (b) 5 years of extended support and monitoring with significant consequences, and (c) involvement of family, colleagues, and employers in support and monitoring. Although not available to the general public now, several aspects of this continuing care model could be adapted and used for the general population.

Keywords: Addiction treatment; Substance use disorders; Physicians' health programs

1. Introduction

Among physicians, there is a lifetime prevalence of substance use disorders (SUDs) of approximately 10% to 12%, very similar to the general population rate (Flaherty & Richman, 1993; SAMHSA, 2006). Specialty care and supervision for addicted physicians were initially proposed and initiated in 1973 by the American Medical Association to help physicians and to protect the public with the publication of "The Sick Physician: Impairment by Psychiatric Disorders, Including Alcoholism and Drug Dependence." That document encouraged the growth of specialized, state Physician Health Programs (PHPs) in 49 states, managed via authority typically granted under charter from the state Licensing Boards, "...to provide advocacy for physicians and ... to protect the public" (www.ama-assn.org/go/fsphp; White, DuPont, & Skipper, in press).

Given the potential public health and safety issues associated with addiction among physicians, it is surprising that despite the many studies of single-state PHPs (e.g., Bohigan, Croughan, & Bondurant, 2002; Domino et al.,

The Robert Wood Johnson Foundation supported this study but had no role in the design, conduct, analyses or even in the decision to submit the study for publication.

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0740-5472/09/$ – see front matter
doi:10.1016/j.jsat.2009.03.010

2005; Fletcher, 2001; Reading, 1992; Selander & Epstein, 1983), there has been no study describing the national program of PHPs or the nature of treatment and monitoring provided. In this regard, it might be expected that physicians with a SUD receive essentially the same type and duration of treatment that other addicted individuals receive. This is generally the case in all other areas of health care. If so, there is reason for concern because studies of addiction treatment in the general population have consistently shown relapse rates of 40% to 60% following treatment (Finney, Ouimette, Humphreys, & Moos, 2001; Institute of Medicine, 2006; McLellan, O'Brien, Lewis, & Kleber, 2000; Project MATCH, 1997; Simpson, Joe, & Brown, 1997).

However, it appears that the care and management of addicted physicians, as coordinated through these PHPs, may be qualitatively and quantitatively different from the care available to the lay public (see Domino et al., 2005; Gold, Pomm, Kennedy, Jacobs, & Frost-Pineda, 2002; Skipper, 1997). Moreover, the available outcome studies of PHP-managed addicted physicians have reported remarkable results—much superior to those found in other populations of addicted patients or from other forms of addiction treatment. Specifically, one outcome study reported abstinence rates of 78% over 11 years (Domino et al., 2005), whereas another reported a 90+% success rate over 5 years (Shore, 1987).

Indications of qualitative differences in the way care is provided, coupled with indications of substantially better results, led us to several evaluation questions. How do these programs operate? What is their structure? Are the programs similar across states? and What are the factors potentially responsible for the widely reported better outcomes? With these questions in mind, we approached the Federation of State Physician Health Programs (FSPHP) to undertake a comprehensive, nationally representative evaluation of the structure and function of these PHPs. Here, we characterize the legal, financial, administrative, and clinical structure of 42 PHPs nationwide, with a description of the course of care, support, and monitoring provided by these programs. We report some of the more salient 5-year results here, but a second article (McLellan, DuPont, & Skipper, 2008) is devoted to a full report of the 5-year outcomes on a consecutive sample of more than 900 addicted physicians from 16 state PHPs.

2. Methods

2.1. Involvement of the FSPHP

The FSPHP was approached with a request for assistance in completing a descriptive survey of all state PHPs. A steering committee involving members of seven PHPs was formed to advise us on the content of the questionnaire and on the data collection procedures. The steering committee also encouraged all PHPs to participate in this independent evaluation.

2.2. Questionnaire development

Following Institutional Review Board approval, a 38-item questionnaire was sent to the Medical Directors of all 49 active PHPs in April 2005. The questionnaire, pretested by a small group of PHPs, was organized into three content areas: financial and legislative aspects of the organization, physician participant profiles, and types of services provided.

2.3. Survey procedures

Questionnaire submission was followed by telephone contact to promote participation, clarify questions, and assure understanding of responses. Complete questionnaires were received from 39 of 49 PHPs, and an additional three partially completed questionnaires were obtained from 3 others for an 86% response rate. All returned questionnaires were examined by independent research staff for completeness and consistency. Blank or confusing responses were resolved by calls from the authors to verify understanding of the question and the validity of the responses.

3. Results

3.1. PHP goals

All responding PHPs shared the common goals of early detection of SUDs, thorough assessment and evaluation of potential cases, referral to abstinence-based treatment, long-term contingency monitoring, and reporting monitoring results to credentialing agencies (i.e., medical groups, hospitals, malpractice companies, health insurance companies, and so on) concerned with assuring that physicians are able to practice with reasonable skill and safety. There was essentially complete uniformity of these goals across all surveyed programs.

3.2. Organization

Most PHPs were independent, nonprofit foundations (54%), and the others were components of the state medical association (35%) or the licensing board itself (13%). Regardless of the organizational charter, all PHPs had written operating agreements with their state licensing boards to act on their behalf in the management of addicted physicians, and 59% of these PHPs had independent legal authority based on specific state laws.

3.2.1. Personnel

The average number of paid, full-time equivalent employees per PHP averaged 5 (range = 1–19, *Mdn* = 3) including medical directors, clerical support, administrators, counselors, and case managers.

3.2.2. Budget

The average annual operating budget for a PHP was approximately $538,000, although this varied substantially (range = $21,250–$1.5 million, *Mdn* = $270,000). The sources for these operating funds included licensing boards (50%), participant fees (16%), state medical association (10%), hospital contributions (9%), malpractice companies (6%), and other (9%). These PHP budgets did *not* include most treatment or drug testing, which were borne by the participants themselves. About half of programs received at least part of their funding from participants, but the other half charged nothing to participants.

3.2.3. General services

All PHPs provided general addiction education programs for all physicians in their state, as well as consultation with hospitals and clinics, informal investigations, careful evaluation of addiction treatment programs as referral sites, and most importantly, long-term monitoring. As part of their general services (both to the state licensing boards as well as to the physician participants), all PHPs maintained records documenting participant abstinence (drug testing and work-site surveillance) and participation in the various therapeutic and monitoring aspects of the program. These records were regularly provided to the licensing boards, hospitals, and malpractice carriers who required this evidence as a condition of participants' continued ability to practice medicine.

3.3. Description of addicted physicians

PHPs reported admitting an average of 34 new physicians with SUDs per year, per program (range = 0–150 cases, *Mdn* = 21). PHPs reported an average active caseload of 138 physicians under monitoring contracts (range = 9–541, *Mdn* = 86). Although all PHPs dealt with SUDs, only 12% focused exclusively on those problems. Most also worked with physicians who have mental illness (85%), physical illness (62%), and other potentially impairing conditions (for example cognitive deterioration). About a third (36%) handled only physicians, whereas the remainder also dealt with other health care professionals such as dentists (51%), veterinarians (33%), and pharmacists (21%).

3.3.1. Referral sources and conditions

The four major sources of referrals to PHPs in 2005 were self-referrals (26%), clinical colleagues (20%), the state licensing board (21%), and the hospital medical staff (14%). Other referral sources (17%) included treatment providers, medical schools, law enforcement officials, family members, attorneys, and other PHPs. Regarding levels of coercion, it was interesting that only 31% entered care through a formal stipulation or mandate from a regulatory or licensing authority. It is safe to say that all were coerced, with the remainder entering care due to some combination of informal pressures by colleagues or family. Regardless of referral source or condition, all physician participants were required to sign a contract specifying the nature and duration of their treatment and monitoring. as well as the consequences for failing to abide by the contract (see below).

3.3.2. Problems at admission

The most common primary drugs of abuse were alcohol (50%) and opioids (35%). The other 15% of cases reported stimulants, sedatives, marijuana, and other drugs. Across PHPs, an average of 31% of these physicians had problems with both drugs and alcohol. Programs reported that about half (48%) also had co-occurring psychiatric disorders and/or pain problems. However, the range was large (1%–75%), possibly reflecting the diversity of attention paid to these issues by the various PHPs.

3.4. Description of addiction care

The typical course of care for an addicted physician involved a progression through three stages: initial evaluation and intervention (i.e., convincing a physician to sign a contract and enter care when warranted), formal treatment (at a specialty treatment program), and finally, long-term support and monitoring.

3.4.1. Evaluation and intervention

The first phase of PHP involvement took place prior to any treatment and generally involved discussions with colleagues, family, or employers who were considering referring a physician with suspected SUD. An intervention with the identified physician followed. In these interventions, the medical director or other senior person from the PHP discussed the issues raised, with the identified physician leading to a formal evaluation. These formal evaluations generally included a full diagnostic interview with collateral assessment for substance use and other psychiatric and medical conditions. The results of that evaluation guide the next steps including a discussion of the options, referral for treatment as indicated, eventually followed by a formal PHP treatment and monitoring contract.

3.4.1.1. The contract. A specific and important feature of these PHPs was the development of a formal, signed contract that specified in detail the care, support, and monitoring activities that the participant would have to participate in over the (usually) 5 years of the program. In addition, this contract specified the consequences that would occur upon failure to comply with the plan and/or return to alcohol or drug use. These consequences were different depending upon the conditions of the referral and the severity of the addiction problem, but at the minimum, failure to comply resulted in the following: (a) further evaluation and/or treatment, (b) reporting to the state licensing board, and (c) more serious consequences that would be determined by that board based upon the nature of the noncompliance.

An important additional part of this contract was the "safe harbor" provision that most contracts held. Most physicians

were referred to the PHP because of some serious alcohol or drug related incident or infraction that might result in immediate censure or even loss of license. Thus, as an additional incentive to enter care and monitoring, entering treatment and signing the contract under the auspices of the PHP generally led to postponement or deferral of pending legal employment or family sanctions—as long as the conditions of the treatment and monitoring plan were adhered to—thereby providing the accountability and oversight necessary for public safety. PHPs stressed that they provide a supportive, collegial approach but with firm boundaries based on program policies throughout the period of PHP care.

3.4.2. Formal treatment

Working through the FSPHP, the PHPs network to identify the most appropriate and effective treatment centers around the country for these physicians. Most state PHPs refer to the same five to seven treatment programs. This arrangement brings these treatment centers into long-term relationships with the PHPs and creates accountability to PHP to established standards and outcomes. Despite differences in the duration, intensity, and the complement of addiction services used, all PHPs require total abstinence from alcohol use and from nonmedical drug use.

The first phase of formal addiction treatment for two thirds of these physicians (69%) was residential care often for 90 days. The remaining 31% began treatment in an intensive day treatment setting. The participants at this stage usually received multiple intensive sessions of group, individual, and family counseling as well as an introduction to an abstinence-oriented lifestyle through required attendance at Alcoholics Anonymous (AA), Narcotics Anonymous (NA), and Caduceus meetings (a collegial support association for recovering health professionals) and other mutual-aide community groups. Frequent status reports on treatment progress were required by most PHPs.

3.4.2.1. Pharmacotherapy. Use of pharmacotherapy as a component of treatment for SUDs was rare. Very few of the treatment programs or the medical directors of the PHPs used any of the available maintenance or antagonist medications. On the other hand, PHPs indicated that as many as one third of participating physicians received antidepressant and nonbenzodiazepine antianxiety medications during their care.

3.4.3. Long-term support and monitoring

After completion of initial formal addiction treatment, all PHPs developed a continuing care contract with the identified physician consisting of support, counseling, and monitoring for usually 5 years. Most PHPs (95%) also required frequent participation in AA, NA, or other self-help groups and verification of attendance at personal counseling and/or Caduceus meetings. Most PHPs (70%) also required work-site monitors (a neutral, nonsubordinate party in proximity to the physicians' work site) to provide regular reports to the PHP (Talbott & Wright, 1987).

3.4.3.1. Drug testing. Physicians were tested randomly throughout the course of their PHP care, typically being subject to testing 5 of 7 days a week. Procedurally, they were required to call a telephone number each workday and were then informed whether to report for testing that day based on a random selection. Even if they were tested the day before a call, they could be retested again the next day. Most PHPs subcontracted with third-party administrators to conduct random, witnessed, chain of custody drug testing. Physicians were typically tested an average of four times per month in the first year of their contracts for a total of about 48 tests in the year. By the fifth year, the average frequency of testing was about 20 tests per year.

Most PHPs (95%) reported using urine as the primary substance for drug testing; however, hair (50% of PHPs), breath (21%), saliva (18%), and blood (3%) were also used. Drug test panels varied, with about half (52%) using a 20+ "health professional drug panel" for each of their tests, and 30% reported fewer drugs tested, and only about 5% of PHPs tested only for the physician's specific drug(s) of choice. Two thirds of the PHPs (68%) routinely used ethyl glucuronide, a new test to better detect recent alcohol exposure.

3.4.3.2. Other monitoring activities. In addition to the drug testing, participating physicians were expected to attend appointments with the PHP for ongoing clinical care and evaluation. Unannounced visits to the work site were also included in monitoring plans. Depending upon the specifics of each individual contract, it was possible for PHPs to also receive regular reports from colleagues and family members.

3.5. Dealing with relapse

PHPs were uniformly aggressive in the management of relapse. Relapse was defined broadly beyond reuse of alcohol or drugs to include noncompliance with program requirements or poor reports from work-site monitors and dealt with using a variety of responses tailored to the specifics of the case. For example, a Level I relapse consisted of missing therapy meetings, dishonesty, or other behavioral concerns. Level II relapses involved reuse of drugs or alcohol, but outside the context of medical practice. Level III relapses involved substance reuse within the context of practice.

Level I relapses (generally failure to attend appointments or lying) were usually addressed by a combination of increased intensity of care and monitoring and by immediately informing family and colleagues of the physician to enlist their support in promoting compliance with the contracted behavioral changes. The most common response (88%) to a Level II relapse (detected alcohol or drug use) was to recommend discontinuation of work to undergo a reevaluation. For physicians whose care was formally stipulated, 65% of PHPs said they were required to report even the first relapse to the medical board or licensing agency.

PHPs were also asked about their responses when there was repeated evidence of relapse. Again, the most common

response (82%) was to conduct a reevaluation including a search for previously unrecognized co-occurring addictions or psychiatric illness, which could impede sustained recovery. This process often resulted in recommendations for additional treatment and monitoring. For formally stipulated physicians, 70% of PHPs reported the positive tests to the licensing board. This reporting was typically accompanied by intensified addiction treatment and drug test monitoring. Only about 50% of the PHPs reported positive drug tests to licensing boards for nonstipulated participants.

3.6. Relapse rates

As part of a separate outcome study of these programs and patients, we performed a retrospective 5-year follow-up on a 100% intent-to-treat sample of 904 physicians admitted to 16 of these programs in 2001 (McLellan et al., 2008). That study examined all urine testing records of those physicians throughout their 5-year period of monitoring to determine the prevalence of Level II relapses (detected drug or alcohol use).

Over the 5-year period, 22% of physicians had at least one detected instance of alcohol or drug use. As indicated, the detection of substance use usually resulted in more intensive treatment and monitoring, and among those whose substance use was detected, only 26% had a repeat positive test during the 5 years. At the 5-year follow-up, 71% of this sample were working and licensed; 18% had retired or had their licenses revoked, had retired, or died; and 5% had an unknown status (see McLellan et al., 2008).

4. Discussion

PHPs have been established in 48 states and the District of Columbia to prevent substance abuse problems among physicians and to detect, intervene, refer to treatment and continuously monitor recovering physicians with SUDs. These PHPs do not provide formal addiction treatment themselves but instead function as active, long-term case managers and monitors for physician participants. The significant public health and safety issues associated with physician addiction have been the subject of intense public and professional interest (see Hasemeyer, 2007; Wohlsen, 2007) and make an understanding of the structure, function, and effectiveness of PHPs a high priority for the medical community, for regulatory agencies, and for the public at large.

Despite the public health importance and the uniqueness of this model of treatment, published studies of recovering physicians have been performed by single-state PHPs (e.g., Bohigan et al., 2002; Domino et al., 2005; Fletcher, 2001; Selander & Epstein, 1983; Reading, 1992). With the cooperation and consent of the FSPHP, we undertook a nationally representative study of PHP (administrative, treatment, monitoring, support, and sanctioning procedures), collecting data from 42 of 49 active PHPs in the country.

An important part of our original intent in undertaking this study was to examine different organizational or procedural subgroups of programs to see if these differences accounted for outcome differences. However, the first and in some ways the most interesting finding was that despite some differences in their operating and reporting structures, virtually all of the PHPs examined reported common goals, treatment philosophies, and referral strategies and very similar monitoring and reporting procedures. In this regard, essentially all PHPs work directly with referring professional societies, medical centers, colleagues, and families to assess and intervene with affected physicians to convince them of the need for professional, long-term care. A second important and common feature all PHPs is the development of a signed contract between the PHP and the physician participant, specifying in detail the elements of care and monitoring as well as the reporting practices of the PHP and potential consequences for noncompliance. A third common feature is referral to formal, abstinence-oriented treatment, usually to carefully selected residential programs. Following formal treatment, all PHPs continue individualized care, support services, and particularly monitoring (through drug and alcohol testing and work-site monitoring) for usually 5 years. Recovering physicians in all the PHPs studied were encouraged to continue attendance at AA, NA, and Caduceus meetings. Return to the use of alcohol or other drugs leads to swift clinical reevaluation, usually intensification of treatment and monitoring and sometimes reporting to state licensing boards.

Although essentially all these physicians were coerced into signing a PHP contract and entering treatment, it was interesting that only about one third were formally stipulated by a licensing board. The remaining physicians participated due to significant but less formal pressures from colleagues, medical centers, or family. The power of this initial coercion coupled with the temporary "safe harbor" provided by the PHP from potential legal, family, or employment actions appeared to be effective in getting physicians to enter and to comply with initial recommendations for evaluation, treatment, and monitoring. There was also continuing involvement of the physician's family, close colleagues, and employers during the course of the physician's treatment and monitoring, receiving regular reports on progress and treatment expectations. It is likely that the combination of formal and informal social supports and pressures over the extended period of the PHP contract were significant contributors to the remarkable results seen (see McLellan et al., 2008).

This type of care and these results are not typically found in studies of public addiction treatment. To illustrate, a recent national study by the Department of Veterans Affairs found that greater than 90% of care offered is provided in outpatient programs operating from 3 to 20 hours per week, for an average duration of only 14 days and with very little systematic use of drug testing (Finney, Willenbring, & Moos, 2000; Finney et al., 2001). Similarly, a study of insured, employed, addicted patients treated within the Kaiser system

indicated little use of residential care or urine testing and average outpatient treatment durations that were generally less than 60 days. Although patients were encouraged to attend AA, there was essentially no continuing care or monitoring linked to significant consequences for noncompliance available (Weisner et al., 2000).

Even court-mandated treatments for addicted individuals typically do not include the intensity or duration of supports and monitoring seen in PHPs. For example, more than 5000 drug court programs for drug-affected, nonviolent offenders with SUDs offer the opportunity to complete a year of addiction treatment and monitoring in lieu of incarceration for their drug-related crimes. That treatment occurs in outpatient settings, employing group counseling and referral to AA/NA but also regular urine monitoring. At biweekly to monthly hearings, the presiding judge reviews the offender's attendance and urine test results, with graduated sanctions meted out in cases of poor response. Although individual and national evaluations of drug court programs have reported very favorable results during participation (i.e., no arrests or incarcerations, few positive urine test results), greater than 48% of these clients relapse and 31% are rearrested in the 1 year following the end of supervision (Belenko, DeMatteo, & Patapis, 2007). In contrast, our evaluation of outcomes among 904 addicted physicians treated in a subset of 16 of these PHPs found 78% had completely negative urine test results throughout 5 years and 71% were still practicing medicine at the 5-year point.

5. Conclusion

These findings suggest that affected physicians, the medical community, and the public at large are well served by these PHPs—and lead to many question about the "active ingredients" that may be responsible for these results. Of course addicted physicians enjoy educational, employment, financial, and social benefits that are not typical of the population at large or of the population of addicted individuals in treatment. Some of these advantages are characteristic of the physicians themselves, but an additional advantage is health insurance and personal resources that make high-quality care possible for extended periods. It is likely that these benefits by themselves offer a substantially better prognosis than seen in other treated populations. However, it is difficult to dismiss the effects of the qualitatively and quantitatively enhanced care received by physicians in accounting for the very favorable and enduring benefits.

It is both gratifying and concerning that the treatment and management of addicted physicians are qualitatively and quantitatively different from the standard addiction care available to the public. Although some elements of the PHP approach to addiction treatment and management are likely to remain quite unique, several of these elements (e.g., intensive residential and outpatient treatment; involvement of family, close colleagues, and perhaps employers; frequent, long-term, random drug and alcohol testing with aggressive therapeutic management of relapses) could be employed more broadly and should improve the outcomes of standard addiction treatments. Is it fair or even reasonable that only physicians and some other high social status groups should be eligible to receive truly comprehensive addiction treatment?

Acknowledgments

The authors gratefully acknowledge the valuable input and assistance of representatives of the FSPHP who actively participated in the design of questionnaires for this study; and the Robert Wood Johnson Foundation for support of the data collection and evaluation activities.

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BMJ

RESEARCH

Five year outcomes in a cohort study of physicians treated for substance use disorders in the United States

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Cite this as: *BMJ* 2008;337:a2038
doi:10.1136/bmj.a2038

ABSTRACT

Objective To evaluate the effectiveness of US state physician health programmes in treating physicians with substance use disorders.

Design Five year, longitudinal, cohort study.

Setting Purposive sample of 16 state physician health programmes in the United States.

Participants 904 physicians consecutively admitted to one of the 16 programmes from September 1995 to September 2001.

Main outcome measures Completion of the programme, continued alcohol and drug misuse (regular urine tests), and occupational status at five years.

Results 155 of 802 physicians (19.3%) with known outcomes failed the programme, usually early during treatment. Of the 647 (80.7%) who completed treatment and resumed practice under supervision and monitoring, alcohol or drug misuse was detected by urine testing in 126 (19%) over five years; 33 (26%) of these had a repeat positive test result. At five year follow-up, 631 (78.7%) physicians were licensed and working, 87 (10.8%) had their licences revoked, 28 (3.5%) had retired, 30 (3.7%) had died, and 26 (3.2%) had unknown status.

Conclusion About three quarters of US physicians with substance use disorders managed in this subset of physician health programmes had favourable outcomes at five years. Such programmes seem to provide an appropriate combination of treatment, support, and sanctions to manage addiction among physicians effectively.

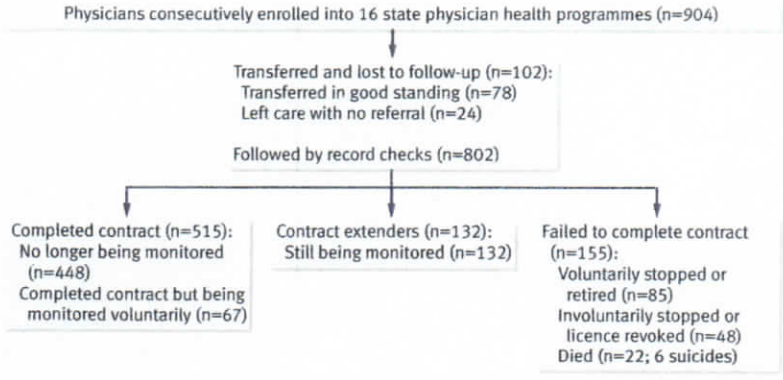
INTRODUCTION

About 10-12% of physicians in the United States develop a substance use disorder.[1] Those whose condition is detected and who are confronted—typically by their colleagues—are usually referred to the state physician health programmes for intervention, treatment, professional support, and long term monitoring. These programmes began in the United States in the 1970s as volunteer groups of physicians to assist colleagues with alcohol, drug, and mental health problems. The groups evolved into formal agencies operating under the authority of state physician licensing boards. The aim was to reduce public health problems caused by "impaired physicians" through early detection, treatment, and monitoring of substance use and other health problems that cause impairment.

Affected physicians typically are referred to one of these programmes by colleagues or regulatory agencies (for example, hospital board, state licensing board) under the allegation or formal charge of "impaired performance" due to problems with substance use or mental health. Once a formal evaluation has determined that a physician has a problem, a signed contract is arranged under which no further reporting or action occurs pending satisfactory completion of formal treatment, followed by five years of regular monitoring (urine testing).[2] Thus there is a substantial incentive for physicians to complete treatment and monitoring to enable them to continue practising medicine.[3]

It is important to emphasise that the physician health programmes do not treat physicians. They provide evaluation and diagnosis, develop a contract detailing treatment or monitoring, coordinate and facilitate formal treatment and ongoing professional support, and carry out regular monitoring through random visits to places of work and regular screenings for alcohol and drugs—typically for five years.[2] The programmes also act as intermediaries between the physician and various regulatory parties (for example, licensing boards, insurers, hospital practice boards). Although variability in the number of affected physicians across the 49 active state programmes (5 to 180 physicians) is considerable, the average programme manages about 65-75 physicians, at an operating annual cost of about $521 000 (£301 000; €381 000)—paid for primarily through a charge appended to all physicians' licensing fees (about $23 for each physician in most states). These operating costs do not, however, include formal treatment costs for the physicians. Such costs range from about $5000 to $ 40 000 (depending on the mix of outpatient and residential care) and are typically paid for by a combination of the physician's health insurance and out of pocket expenses. A full report of the structure and function of physician health programmes is documented in a companion article.[2]

Given the potential public health and safety problems caused by addiction among physicians, evaluation of the effectiveness of care and supervision



Flow of physicians through trial

provided by physician health programmes is important. This is made more important by the fact that studies of these programmes have been short term self evaluations of individual programmes.[4-7] Although most of the results from these studies have been positive, few have been independently audited or have provided longer term results.[5,7] These are important gaps in information. Colleagues need to know whether it is prudent to refer a physician to one of these programmes. Licensing boards, insurers, and patients have the right to know the effectiveness of these programmes. Outcomes from mainstream addiction treatment in the general population have consistently shown poor compliance rates during treatment, and relapse rates of 40-60% within six months of completing treatment.[8-12]

We carried out a two stage independent evaluation of physician health programmes in the United States. In the first study we surveyed 42 of 49 active programmes, describing the personal and professional histories, substance use, and other health problems of the physicians, as well as the intervention, evaluation, referral for treatment, and monitoring activities after treatment provided by those programmes.[2] This second longitudinal cohort study reports the outcomes in 904 physicians consecutively admitted to a purposive sample of 16 of those programmes and followed for five years. We focused on three outcomes, measured through audited medical records and laboratory tests: completion of the programme, continued alcohol and drug misuse, and occupational status at five years.

METHODS

We carried out a retrospective, longitudinal, cohort study over five years from 1 September 1995 to 1 September 2001 of all physicians consecutively admitted to one of the 16 physician health programmes sampled. We examined the laboratory and medical records of the physicians during the five years.

Setting, participants, and outcomes

The 42 programmes that participated in the first study were eligible to participate in this second study. Requirements were the availability of records on alcohol and drug testing in a computer analysable format (n=20) and the ability to retrieve information on personal characteristics, participation in treatment, and outcomes of the physicians from their records (n=16). All eligible programmes were included in the study.

The programmes that did and did not participate in the follow-up study were not statistically or clinically significantly different for evaluation, referral, treatment, supervision, support, and monitoring practices. The 16 participating programmes tended to be large: 31% were in the largest quarter of programmes. The mean number of physicians in each programme was 76 (range 11-119).[2] Although these 16 programmes may not be considered nationally representative, they showed no obvious clinical, administrative, or organisational differences from those not participating.

All 904 physicians with a diagnosis of substance misuse or dependence admitted to the 16 programmes from 1 September 1995 to 1 September 2001 met the inclusion criteria. We restricted the evaluation to objective data from official records (for example, treatment services, attendance, sanctions by the programme, reports to licensing boards) and from laboratory records (urine tests and other specimens).

Review of medical records

To protect the confidentiality of the physicians, data were collected by members of each programme's medical records department. Data were collected between November 2006 and January 2007 under training, supervision, and monitoring by the authors.

Lost to follow-up

During the study 102 of the 904 (11.3%) participants moved out of their state programme's jurisdiction. We had no access to any continuing records for those participants (figure). We therefore carried out analyses on the remaining 802 physicians.

Missing data

As we used official records there were few instances of missing data (<4%). We report simple descriptive statistics with no substitution procedures for missing values.

Participants' characteristics

The participants were predominantly men (87%). The average age was 44 years. Sixty three per cent were married, 18.0% were divorced or separated, and 15.9% were single. Five medical specialties represented more than 50% of physicians: family medicine (20.0%), internal medicine (13.1%), anaesthesiology (10.9%), emergency medicine (7.1%), and psychiatry (6.9%).

The primary drug problems were alcohol (50.3%), opiates (35.9%), stimulants (7.9%), or other substances (5.9%). Fifty per cent reported misusing more than one substance and 13.9% reported a history of intravenous drug use. The average duration of substance misuse was five years. Seventeen per cent had been arrested for

an alcohol or drug related offence and 17.0% reported previous treatment for substance misuse.

Fifty five per cent of participants were formally mandated to enter the physician health programme by a licensing board, hospital, insurer, or other agency. The remaining 45% were informally mandated by families, colleagues, employers, or some combination, with the implicit threat of formal action pending results of care.

Clinical and monitoring procedures

The typical programme consisted of two stages: formal treatment at a specialty addiction programme followed by supervision after treatment.[2]

Formal treatment

Overall, 78% of physicians entered residential treatment (mean 72 days, range 30-90), always followed by outpatient treatment (1-3 nights a week) for a recommended 6-9 months. The remaining 22% went directly to outpatient treatment. With good compliance and positive progress, physicians were eligible to return to work under supervision about six months after the start of treatment.

Regardless of setting or duration, most treatment (95%) comprised 12 steps, with the goal of total abstinence from alcohol and other drugs of misuse.[13,14] The physicians were expected to attend Alcoholics Anonymous or other 12 step groups (92%). Most were encouraged to attend meetings of the Caduceus Society (support group for healthcare providers' recovery) throughout the remaining years of their contract.

Use of addiction pharmacotherapy as a component of treatment was rare. Only one of these physicians was prescribed methadone for an opiate misuse problem; 46 (6%) were prescribed naltrexone for treatment of alcohol or opiate misuse. In total, 257 physicians (32%) were prescribed an antidepressant for comorbid depression or anxiety disorders.

Supervision after treatment

After completion of formal treatment the physicians received coordinated monitoring in several forms.

Table 1 | Occupational status of physicians at five year follow-up of being in a state physician health programme for substance use disorders. Values are numbers (percentages) of participants

Variable	Completed contract (n=515)	Contract extended (n=132)	Failed to complete contract (n=155)	Followed sample (n=802)
Licensed or practising medicine	477 (92)	97 (73)	15 (10)	589 (73)
Licensed or working (not clinical)	13 (3)	12 (9)	17 (11)	42 (5)
Retired or left practice voluntarily	7 (1)	3 (2)	18 (12)	28 (4)
Licence revoked	9 (2)	14 (11)	64 (41)	87 (11)
Died	3 (1)	0 (0)	27 (17)	30 (4)
Unknown	6 (1)	6 (5)	14 (9)	26 (3)

Alcohol and drug testing

A key component of monitoring was random drug testing. Urine was tested in 99.2% of physicians, with rare use of hair (0.2%), saliva (0.1%), and breath (0.6%). Participants were required to phone their programme each workday to find out whether they should report for testing that day, on the basis of random selection. Testing was carried out four times a month early in care, tapering to one or two times a month throughout the monitoring period. The frequency of monitoring was, however, contingent on results of urine testing and compliance with other elements of the care plan.

About 75% of urine sample collections were directly observed by staff responsible for collection. In other cases dry room collection procedures were used. Testing included more than the usual five substance test panel. A typical panel covered 20 substances, including amphetamines, barbiturates, benzodiazepines, opiates, several opioids, cocaine, cannabinoids, and ethyl alcohol.

Additional monitoring and response to problems

Participants were expected to attend scheduled appointments for clinical evaluation. They also received random, unannounced visits at their place of work from programme monitors.

If substance use was detected by testing or identified from any other source, almost all the programmes reacted clinically, with combinations of re-evaluation (54%), increased monitoring (43%), and intensified treatment (46%). Forty two per cent of programmes also reported the incident to a licensing board, hospital, or other entity, and an additional 16% started confidential probationary periods without referral to the licensing board or other agency.

The same increases in monitoring occurred for physicians with more than one incident of substance misuse, but almost always with a formal report to the licensing board. In turn, licensing boards did one or more of the following: limited practice (n=129), temporarily suspended the licence (n=94), revoked the licence (n=32), placed the physician's name in the national monitoring databank (n=121), or restricted the licence to limit prescription of controlled drugs, such as opioids and benzodiazepines (n=56).

RESULTS

Overall, 102 of 904 physicians (11.3%) moved out of their physician health programme's jurisdiction and were lost to follow-up. Seventy eight had transferred to another state programme and these physicians were of generally good status at the time of transfer. The remaining 24 moved away without contacting the programme and with no record of referral. This suggests an attempt to avoid monitoring and treatment. As a result of the lack of records for five years on these participants they were lost to follow-up.

Of the remaining 802 physicians with known outcomes, 155 (19.3%) failed to complete their contracted period of formal treatment and supervision. More than half of these (n=85) voluntarily stopped their

Table 2 | Results of drug tests throughout monitoring period for 647 physicians who completed their contract with a physician health programme or had it extended

Variable	Completed contract (n=515)	Contract extended (n=132)	Both groups (n=647)
Average duration of contract (months)	54	64	56
Mean No of drug tests per physician	82	121	94
No (%) with at least one positive drug test result	57 (11)	69 (52)	126 (19)
No (%) with a repeat positive result*	8 (16)	25 (38)	33 (26)

*Percentage of those with one positive test result.

licences during monitoring owing to factors such as advanced age, financial problems, or psychiatric or other health problems. An additional 48 physicians who failed to complete their contract had their licences revoked owing to significant relapse, usually accompanied by a failure to accept treatment or monitoring. Twenty two physicians died (six from suicide) during participation and another eight died by the five year follow-up (table 1).

In total, 515 physicians (64.2%) completed their contracted period. Sixty seven of these physicians voluntarily elected to continue being monitored after completion of their contract, usually as a hedge against relapse.

One hundred and thirty two physicians (16.5%) had their contracts extended beyond the monitoring period. The reasons for continued monitoring included relapse (low severity of relapse that did not endanger patients); failure to comply with requirements, such as group attendance or therapy, or, in some cases, because of previous relapse.

Alcohol and other drug use during supervision

After formal treatment the physicians were permitted to return to practice under monitoring. Table 2 summarises the results of drug testing for the 647 physicians who completed their contract or had their contracts extended; 81% of the total group. Fifty seven of 515 physicians who completed their contract and 69 of 132 physicians with extended contracts had a positive alcohol or drug test result at some point during a mean of 56 months, with testing twice a month. Across both groups 33 of the 126 with a positive test result retested positive.

Of 159 documented incidents of substance misuse (126 initial positive test results and 33 repeat positive results, across both groups), 10 (6%) were in the context of medical practice, such as on duty or on call. One episode of patient harm (over-prescribing drugs) was noted in the records. These records, however, captured only important, detected negative consequences. It was not possible to capture other important but less obvious consequences of substance use not recorded in the charts.

Occupational status after supervision

Records showed that five years after the start of the contracts 631 of the 802 physicians (78.7%) were licensed without restriction and either practising medicine or working in a non-clinical capacity (table 1). An additional 28 physicians (4%) had retired or voluntarily left practice, 87 (11%) had their licence revoked, 30 (4%) had died (7 substance misuse, 6 suicides, 17 other), and 26 (3%) had missing data.

The status of the physicians at five year follow-up varied as a function of their completion status of the physician health programme. For example, 95% of physicians who had completed their contract and 82% who had their contract extended were still licensed and less than 1% had died. In contrast, 21% of the physicians who did not complete their contract were still licensed and 17% had died.

DISCUSSION

About three quarters of US physicians treated for substance use disorders in physician health programmes had favourable outcomes throughout five years. Such programmes seem to provide an appropriate combination of treatment, support, and sanctions to manage addiction among physicians effectively.

Physician health programmes share the dual role of helping addicted physicians attain sobriety and personal recovery as well as providing assurance to colleagues, hospitals, insurers, licensing boards, and the general public that these physicians can practise safe care. The processes used by these programmes include clinical assessment, referral for treatment, and support and monitoring after treatment, usually for five years. Many questions have been raised about the effectiveness of these programmes—one was stopped owing to allegations of poor monitoring.[15 16]

We carried out a longitudinal, retrospective cohort study of 904 physicians consecutively admitted to 16 state physician health programmes. Objective outcomes were derived exclusively from laboratory results of urine testing and audit of official records.

All the participants entered some period of professional, specialty treatment, typically 60-90 days in a residential setting, followed by continuing outpatient care. Formal treatment was followed by a return to work conditional on continued participation in 12 step support groups, formal meetings with the programme monitor, random alcohol and drug testing, and random visits by programme staff at the workplace. We know of no comparably intensive or protracted form of treatment and monitoring provided to any other group of addicted people in the United States.[8-10 12]

At five year follow-up 14% of the physicians had stopped practising medicine (voluntarily or forcibly) as a result of their identification by and participation in a physician health programme. It is difficult to determine whether this rate for termination of licences is evidence of close monitoring and tough sanctions or inadequate monitoring and lax standards. The urine test results in the 647 physicians who completed their contract with the programme and those whose contract was extended may provide the best evidence.

Over the average course of 56 months of random testing (about 94 urine tests of 20 panels each), combined with unannounced visits to the physicians' workplace by a programme monitor, the records showed that 81% had no identified substance misuse at any time. Nineteen per cent, however, had at least one incident of substance misuse during the five years of monitoring. Ten of these incidents were in the context of patient care (on duty or on call) and one instance of patient harm was recorded (over-prescribing drugs). It might be expected that any detection of alcohol or other misuse of drugs would result in immediate suspension or revocation of a licence. This was the case only when there had been a period of non-compliance or if the circumstances of the relapse were dangerous. Instead, most of the programmes in this sample increased the intensity of clinical care as well as the frequency of drug testing and supervisory visits—typically with reports to the licensing board. The more serious sanctions included restrictions on, or suspensions of, the licence or prescription privileges. Evidence suggests that this may be a sensible approach as only 26% of the 126 physicians who tested positive retested positive.

Limitations

Our study has several limitations. Firstly, the sample cannot be considered nationally representative of physician health programmes in the United States. Because of financial and time constraints we needed to audit primary, objective outcome measures rapidly and efficiently, and only 16 of the 42 programmes that volunteered had electronic clinical and laboratory records continuously available from 2001 to 2007; we selected all of these programmes. That these 16 programmes started to keep electronic records seven years ago suggests that they may have been among the best funded or best led programmes at that time. Data from the phase one survey indicated that the programmes included larger samples (mean census 76 *v* 68), with correspondingly larger budgets; but, importantly, the duration of the programmes, their clinical, administrative, and sanctioning approaches, and the procedural elements of care did not differ.

A second limitation is that we recorded only objective, verifiable information from records, such as drug testing, sanctions, and modifications to licences. We are confident of the validity of these records, and our results are consistent with most other published studies of physicians with substance use disorders.[4-7] However, the official records provide only a limited picture of the broader functional status and personal health of these physicians. A prospective study is needed to enrich these data, with additional information on clinical and administrative processes and a broader range of measures for functional status.

Finally, the focus on official records made it impossible to track 102 physicians who moved out of their programmes' jurisdiction during the course of care. Although most of these physicians (n=78) were in good standing at the time of transfer, longer term results cannot be inferred. It is a concern that 24 of these physicians moved away without contacting their programme and with no formal referral for continued monitoring. This suggests an effort to avoid detection and is thus a potential danger to patients.

Conclusions

From a clinical perspective we interpret these results as evidence that the combination of identification, intervention, formal treatment, professional support, and monitoring by physician health programmes is effective in rehabilitating most of these addicted physicians, over at least five years. From a public safety perspective we believe these data indicate that most physicians who could not or would not stop their misuse of substances were detected early during the course of formal treatment and this usually resulted in voluntary or involuntary cessation of practice. From a policy perspective we conclude that affected physicians are well advised to enter the supervision of a physician health programme voluntarily, and that regulatory boards are well advised to continue supporting these programmes.

It is not possible from the evidence here to prove whether this form of support and monitoring for physicians with substance use disorders is appropriate, too harsh, or too permissive. Any episode of substance use in the context of patient care has the potential for considerable harm. Thus it will always feel more powerful to invoke sanctions alone in a "get tough" policy. But sanctions without the prospect of help in achieving recovery could simply reduce colleagues' willingness to refer affected physicians—or licensing boards to exercise harsh sanctions—potentially increasing the true prevalence of the problem. On the basis of these data, and considering available alternatives, physician health programmes seem to provide the best available measures for protecting patients and for recovering physicians' careers.

WHAT IS ALREADY KNOWN ON THIS TOPIC

10-12% of physicians in the United States become addicted to alcohol and other drugs

Addicted physicians receive treatment through physician health programmes, operating under jurisdiction of state licensing boards

WHAT THIS STUDY ADDS

Most US physicians with substance use disorders managed in physician health programmes had favourable outcomes at five years

During monitoring 81% had negative urine test results

Most (95%) who completed monitoring were licensed and working as physicians at five years

We thank the Robert Wood Johnson Foundation for unrestricted career award funds and the Federation of State Physician Health Programs for its cooperation and access to the data.

Contributors: ATMcL oversaw data collection and audits, participated in the analyses and writing of the paper, and is guarantor. ATMcL and RLDuP designed the study and secured funding. GSS designed the study and data collection, supervised data collection, and participated in the analyses and writing of the paper. GSS and RLDuP liaised and communicated with the

Federation of State Physician Health Programs. MC was responsible for the preparation and storage of the data and analyses and participated in the writing of the paper. RLDuP assisted in the design of the data collection instrument, oversaw audits of data, and participated in the analyses and writing of the paper.

Funding: This study was supported by the Robert Wood Johnson Foundation.

Competing interests: GSS is the director of the Alabama State Physician Health Program. His contribution to the work was invaluable in securing cooperation from the Federation of State Physician Health Programs and in providing guidance as we structured the data collection survey. GSS did not direct or influence the data analyses.

Ethical approval: This study was approved by the institutional review board of the Treatment Research Institute, Philadelphia.

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Accepted: 28 August 2008

Appendix

A

Proposed Contract

(review and comments)

Professionals Health Network, Inc

Appendix A

Contractor Services Contract

PHARMACY PROFESSIONALS RECOVERY PROGRAM SERVICES CONTRACT

This Pharmacy Professionals Recovery Program Services Contract (Contract) is made by and between the Mississippi Board of Pharmacy (Board) and [Insert Company Name] (Contractor), effective December 1, 2025, under the following terms and conditions under which the Contractor agrees to provide a Pharmacy Professionals Recovery Program ("Program") for impaired pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board.

1. Scope of Services

The Contractor shall provide a recovery program for pharmacists, pharmacy students and pharmacy technicians licensed or registered with the Board, which shall align with the Board's goal to protect the public while encouraging and supporting the wellbeing of pharmacists, pharmacy students and pharmacy technicians from the diseases of substance abuse disorder, mental or physical illness that may impact a licensee's ability to practice with reasonable skills, confidence, and safety to the public.

The Contractor will provide all services and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Program Services

A. The Contractor must be capable of receiving referrals of licensees and coordinating appropriate communication at any time.
B. The contractor must develop and maintain a referral list of treatment providers approved to provide assessments and treatment for inpatient and intensive outpatient care and aftercare. Assessments must be performed by qualified evaluators using recognized methodologies, including, but not limited to, screening instruments, psychosocial testing, results of mental health/drug and alcohol history, and personal interviews.
C. The contractor must administer an individualized treatment plan created by an approved treatment program. Case management must be administered by a qualified resource or resources. The resource(s) may be dedicated or shared.
D. The contractor must use the intake assessment and recommendations from treatment providers and determine the elements for continuous monitoring for each participant, including:
    1) Required participation in treatment to include inpatient, intensive outpatient, outpatient, recommended aftercare, support groups, and one-on-one counseling. The ability to track recovery activities in real time through mobile technology applications and on paper forms.
    2) Recovery-related activities, with validation reports from the participants' employers, work-site monitors, counselors, sponsors, and others.
    3) Random drug testing incorporating alternative specimens, including hair test, Peth testing, nail, and oral fluid testing, performed by a laboratory that has the

appropriate national certification for the performed testing. Testing fees are paid directly to the performing laboratory.

4) Contractor must have routine individual meetings with the participant and coordinate framework for peer-to-peer support (ie. Pharmacist to Pharmacist).
5) Execute and oversee a written substance use disorder agreement.
6) Contractor must have direct communication access with the participant, including but not limited to by phone and email.

E. The contractor must facilitate an assessment of each participant as part of the intake process to establish the necessary basis for appropriately managing each participant both initially and throughout their program participation. The contractor must also coordinate or help facilitate timely interventions and treatment.

F. Reporting and Data
   1) Quarterly Reports
   2) Immediate reporting to the regulatory agency is required for specific circumstances or on demand per Board or Board staff request.

G. Must employ an addiction-trained Medical Review Officer or Medical Director with expertise in recovery of healthcare professionals. Expertise shall be reflected in applicable certification(s) in personal recovery or addiction medicine (e.g. ASAM).

H. Must have an independent, confidential administrative and/or case management review committee that gives recommendations to program staff. Peer program participants of the committee should only serve in an advisory capacity.

I. Provide an independent internal review for participant disagreements/grievances against staff or case review committee recommendations

J. Contractor must provide, communicate, and advocate for or against licensure of participants during regular MS Board of Pharmacy meetings and as needed. This attendance shall be in person. Advocacy must be based on established and tracked metrics.

K. Referrals for mental health or fitness to practice including providing the Board guidance on the physical or mental capacity of a licensee to participate in the practice of pharmacy or assist in the practice of pharmacy with reasonable skills, confidence and safety to the public.

L. Must maintain competency in the best practices of substance use disorder and mental health management, including dual diagnosis, and serve as a resource to the Board and Board staff in these areas.

M. Collaborate with Board staff to provide educational programs concerning substance use disorder, benefits of self-reporting, and mental health wellness to identified stakeholders including but not limited to schools of pharmacy, targeted professional groups, and employers.

N. The Board reserves the right to audit all records maintained by the contractor or its subcontractor's relative to the contractor's performance under this Contract. At least two (2) business days' notice by the Board will be given to the contractor of the intent to audit.

The Board shall have the right to perform financial, performance, and other special audits on such records maintained by the contractor during regular business hours throughout the contract period. The contractor agrees that confidential information including, but not limited to, medical and other pertinent information relative to this contract, shall not be disclosed to any person or organization for any purpose without the expressed, written authority from the Board. The selected contractor will make available all records for review at no cost to the Board. Indicate your acceptance of this Proposals requirement and willingness to cooperate. For the purposes of this section, the term "audits" refers to financial, performance, and other special audits on such records maintained by the contractor and/or its subcontractors relative to the contractor's performance under this Contract. Confirm you will comply with this requirement.

2. Contract Term

A. This Contract is effective December 1, 2025 and shall terminate on June 30, 2029. There will be an option to renew the contract for an additional one (1) year term, at the discretion and approval of the Board.
B. All records and information provided by the Board or through its Licensees to the Contractor are the sole property of the Board and will be returned to the Board within thirty (30) days of the termination date of this Contract.

3. Consideration

The Board agrees to compensate the Contractor for services approved by the Board and performed by the Contractor under the terms of this Contract in an amount as follows:

A. The yearly and monthly rates as listed in Exhibit A, Fee Schedule for Pharmacy Professionals Recovery Program Services (including the total cost of contract services sum), of this Contract will constitute the entire compensation due to the Contractor for services and all the Contractor's obligations hereunder regardless of the difficulty, materials, or equipment required. The total fees include all associated costs with no additional or hidden fees. The hourly rates include, but are not limited to, all required labor; all required equipment/material; all required insurance, bond, or other surety; all required overhead/profit; all required applicable taxes, fees, and general office expense; all required vehicles; all required fuel and mileage; all required travel; all required labor and supervision; all required training; all required business and professional certifications, licenses, permits, or fees; and any and all other direct and indirect costs, incurred or to be incurred, by the Contractor. The fees and rates listed in Exhibit A, Fee Schedule for Pharmacy Professionals Recovery Program Services, of this Contract are firm for the duration of this Contract and are not subject to escalation for any reason, unless otherwise provided for within this Contract, or unless this Contract is duly amended.
B. The Contractor will be paid in monthly installments in arrears upon completion of services.
C. The Contractor will submit all invoices, in a form acceptable to the Board (provided that such acceptance will not be unreasonably withheld) with all the necessary supporting documentation, prior to any payment to the Contractor of any allowable fees. Fees will be

invoiced in sufficient detail and format as determined by the Board. Such invoices will include, at a minimum, a description of the service(s) provided, the compensation rate, the time period in which services were provided, and total fees requested for the period being invoiced. The Board shall not provide any prepayments or initial deposits in advance of services being rendered. Fees for services provided by the Contractor shall be billable to the Board in arrears at the end of each deliverable date. Payment for any and all services provided by the Contractor to the Board shall be made only after said services have been duly performed and properly invoiced. Only those services agreed to by contract shall be considered for reimbursement/compensation by the Board. No additional compensation will be provided by the Board for any expense, cost, or fee not specifically authorized by this Contract, or by written authorization from the Board.

D. Upon the effective date of termination of this Contract, the Contractor will remain liable for any obligations arising hereunder prior to the effective date of such termination. In addition, in the event of termination of the Contract for any reason, the Contractor shall be paid for services rendered and allowable expenses incurred up to the effective date of termination.

4. Anti-Assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this Contract, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

5. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi (State), excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, state, and local laws and regulations.

6. Approval

It is understood that if this Contract requires approval by the Public Procurement Review Board (PPRB) and/or the MDFA Office of Personal Service Contract Review (OPSCR), and this Contract, if not approved by the PPRB and/or OPSCR, is void and no payment shall be made hereunder.

7. Attorney's Fees and Expenses

In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to the Board all costs and expenses, without limitation, incurred by the Board in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys' fees. Under no circumstances shall the Board be obligated to pay attorneys' fees or legal costs to Contractor.

8. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this Contract; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

9. Availability of Funds

It is expressly understood and agreed that the obligation of the Board to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, the Board shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Board of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Change in Scope of Work

The Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the Executive Director of the Board and the Contractor. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or shall otherwise require more compensation to the Contractor, the Contractor shall immediately notify the Board in writing of this belief. If the Board believes that the particular work is within the scope of the Contract as written, the Contractor shall be ordered to and shall continue the work as changed and at the cost stated for the work within the Contract.

11. Compliance with Equal Opportunity in Employment Policy

The Contractor understands that the Board is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age,

national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that the Contractor shall strictly adhere to this policy in its employment practices and provision of services.

12. Compliance with Laws

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

13. Confidentiality

Notwithstanding any provision to the contrary contained herein, it is recognized that Board is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Mississippi Code Annotated § 25-61-1 et seq. If a public records request is made for any information provided to the Board pursuant to the Contract and designated by the Contractor in writing as trade secrets or other proprietary confidential information, the Board shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information. The Board shall not be liable to the Contractor for disclosure of information required by court order or required by law.

14. Contractor Personnel

The Board shall, throughout the life of the Contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Board reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the Board in a timely manner and at no additional cost to the Board . The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

15. Disclosure of Confidential Information

In the event that either party to this Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall, within 2 days of receipt of such request, inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Contract. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1 et seq.

16. Disputes

Any dispute concerning the Contract which is not disposed of by agreement shall be decided by the President of the Board who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the President of the Board shall be final and

conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the Contract.

17. E-Payment

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Board agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-301, et seq.

18. E-Verification

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the [Agency] subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

19. Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Board, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Board may have.

20. Failure to Enforce Does Not Constitute Waiver

Failure by the Board at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Board to enforce any provision at any time in accordance with its term

21. Force Majeure

Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, the Contractor shall notify the Board immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The Board may exercise any rights it has under the contract which are available when neither party is in default.

22. Indemnification

To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Board, its Commissioners, Board Members, officers, employees, agents, and representatives and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Contract.

In the Board's sole discretion, upon approval of the Office of the Mississippi Attorney General, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the Board. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Board shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the concurrence of the Office of the Mississippi Attorney General and the Board, which shall not be unreasonably withhold.

23. Independent Contractor Status

The Contractor shall at all times, be regarded as, and shall be legally considered an Independent Contractor and shall at no time act as an agent for the Board. Nothing contained herein shall be deemed or construed by the Board, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Board and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Board or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Board and Contractor.

The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Board. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Board , and the Board shall

be at no time be legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

The Board shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Board shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

24. Information Designated by the Board as Confidential

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the Board may result in the immediate termination of this agreement.

25. Modification or Renegotiation

This Contract may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Contract if federal, State and/or the Board revisions of any applicable laws or regulations make changes in this Contract necessary.

26. No Limitation of Liability

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

27. Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. All modifications to the Contract shall be made in writing by the Board and agreed to by the Contractor.

28. Ownership of Documents and Work Papers

The Board shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this Contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Board upon termination or completion of the Contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the Board and subject to any copyright protections.

29. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The State may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the term of this Contract. The Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

30. Procurement Regulations

The Contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at http://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/opscr.

31. Professional Certifications and Licenses

Contractor shall provide official copies of all valid licenses and certificates required for performance of the work. The official copies shall be delivered to the Board no later than ten business days after Contractor receives the Notice of Intent to Award from the Board. Current official copies of licenses and certificates shall be provided to the Board within five business days of request at any time during the contract term. Licenses and certificates required for this contract include the following: a business license valid in Mississippi; a professional license or certificate.

32. Property Rights

Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Board may terminate this contract at any time for its own convenience.

33. Representation Regarding Gratuities

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Board a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Board has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

34. Required Public Records and Transparency

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25- 61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The Contractor acknowledges and agrees that the Board and this contract are subject to the Mississippi Public Records Act of 1983 codified at Mississippi Code Annotated §§ 25-61-1, et seq. and its exceptions, Mississippi Code Annotated § 79-23-1, and the Mississippi Accountability and Transparency Act of 2008, codified at Mississippi Code Annotated §§ 27-104-151, et seq.

35. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by the Board or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Board, the Mississippi State Auditor's Office, and/or other entity of the state.

36. Right to Inspect

The Board may, at reasonable times, inspect the place of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the Board.

37. Severability

If any part of this Contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

38. Standards of Care/Remedies

The Contractor shall exercise reasonable care and due diligence consistent with standards in the industry in the performance of its obligations under this Contract.

39. Stop Work Order

The Board may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Board. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Board. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order,

unless the Board has terminated that part of the agreement or terminated the agreement in its entirety. The Board is not liable for payment for services which were not rendered due to the stop work order.

40. Termination

Termination for Convenience. The Board may, when the interests of the Board so require, terminate this contract in whole or in part, for the convenience of the Agency. The Board shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Board gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Board may terminate the contract for default and the Contractor will be liable for the additional cost to the Board to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

41. Third Party Action Notification

The Contractor shall give the Board prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this Contract.

42. Waiver

No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

43. Notices

All notices required or permitted to be given under this Contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt

requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

If to the Board:

Attention: Susan McCoy, Executive Director
Mississippi Board of Pharmacy
6311 Ridgewood Road
Suite E401
Jackson, Mississippi 39211

If to the Contractor:

[Name, Title]
[Contractor Name]
[Address]
[City, State, Zip]

44. Incorporation of Documents

This Contract consists of and precedence is hereby established by the order of the following documents incorporated herein:

A. This Contract signed by the parties including Exhibit A - Fee Schedule for Pharmacy Professionals Recovery Program Services;
B. The Mississippi Board of Pharmacy's Request for Proposals for Pharmacy Professionals Recovery Program Services, dated August 8, 2025, and attached hereto as Exhibit B and incorporated fully herein by reference; and
C. The Contractor's Response to the Mississippi Board of Pharmacy's Request for Proposals for Pharmacy Professionals Recovery Program Services, dated _____, 2025, attached hereto as Exhibit C and incorporated fully herein by reference.