

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

55D

Lindsey B. Courtney
 Executive Director



March 10, 2023

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to amend an existing contract with Jessica Reeves, MSN, MPH (Vendor Code 392717) of Keene, NH, to continue providing Nurse Consultant Services, statewide for the OPLC, which includes the option to extend services for two (2) additional one (1) year periods, by increasing the price limitation by \$9,000 from \$18,000 to \$27,000 with no change to the completion date of December 31, 2023. The original contract was approved by the Governor and Executive Council on April 6, 2022 (Item #32) 100% Agency Funds.

Funds are available in the following account:

01-21-21-21010-240400000 Division of Administration	<u>FY 2023</u>
046-500462 - Consultants	\$9,000

EXPLANATION

The purpose of this request is to ensure quality of care issues including, but not limited to, malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints and other issues that may constitute violations of NH RSA 317-A continue to be investigated.

The Contractor assists OPLC staff as needed, in the timely review process of complaints, claims, suits and other issues involving licensees where the public could be adversely impacted. Among other duties, the Contractor assists the OPLC staff with setting up and completing unannounced inspections.

Additionally, investigator services include the review of information received to ensure that all materials are in order and ready for Board Review. Information reviewed could include, but is not limited to, office records, responses, radiographic films, reports from other agencies and reports from other states.

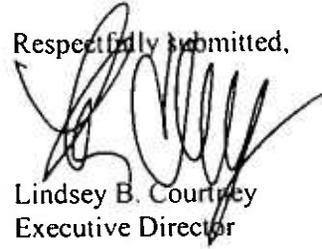
The OPLC did not have the necessary data to determine the correct amount of funding that would be necessary for the life of the contract at the time the original contract was written. Therefore, funds must be added to the contract at this time to ensure the necessary investigations continue for the duration of the contract.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to two (2) additional one (1) year periods, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval. The OPLC is not requesting a contract extension at this time.

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

Based on the foregoing, I am respectfully recommending approval of the contract with Jessica Reeves, MSN, MPH of Keene.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Courtney', written over the text 'Respectfully submitted,'.

Lindsey B. Courtney
Executive Director

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Nurse Legal Consultant Contract**

This Amendment to the Nurse Legal Consultant Contract is by and between the State of New Hampshire, Office of Professional Licensure and Certification ("State" or "OPLC") and Jessica Reeves, MSN, MPH ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Office of Professional Licensure and Certification on April 6, 2022 (Item #32), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, Amendment, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

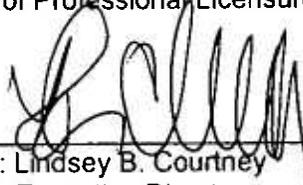
1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Jessica Reeves, MSN, MPH
2. Form P-37, General Provisions, Block 1.4, Contractor Address, to read:
[REDACTED]
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$27,000
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Heather A. Kelley, Director of Operations
5. Modify Exhibit C, Price and Payment Schedule, by replacing in its entirety with Exhibit C – Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein, in order to update the contract with current Payment Term provisions.

**State of New Hampshire
Office of Professional Licensure and Certification
Amendment #1 to the
Nurse Legal Consultant Contract**

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire
Office of Professional Licensure and Certification



Name: Lindsey B. Courtney
Title: Executive Director

Jessica Reeves, MSN, MPH



Name: JESSICA REEVES
Title: CONTRACTOR

3-13-23
Date

MARCH 9, 2023
Date

EXHIBIT C – Amendment #1

Payment Terms

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an hourly reimbursement rate \$150 per hour, inclusive of travel, for actual hours worked, in accordance with Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.2.1. Ensure each invoice is completed, dated, and returned to the OPLC in order to initiate payment.
 - 4.2.2. Keep detailed records of activities related to contract services.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to oplccountspayable@oplcnh.gov, or invoices may be mailed to:

Director of Operations
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C – Amendment 1.

State of New Hampshire



Board of Nursing

Authorized as
APRN

Issued To

JESSICA LEA REEVES

License Number: 072312-23

Active
NP-Family

Issue Date: 06/22/2018

Expiration Date: 10/12/2024



State of New Hampshire
Board of Nursing

Authorized as
APRN

Issued to: JESSICA LEA REEVES

Active

License #: 072312-23
Issue Date: 06/22/2018
Expiration Date: 10/12/2024
NP-Family

OPLC Pocket Card; Cut on dotted lines



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2023

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

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

PRODUCER Berxi C/O Berkshire Hathaway Specialty Insurance One Lincoln Street 23rd Floor Boston, MA 02111 INSURED Jessica Reeves Keene, NH 03431	CONTACT NAME: Berxi Support PHONE (A/C, No, Ext): 833.242.3794 FAX (A/C, No): E-MAIL ADDRESS: Support@Berxi.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Berkshire Hathaway Specialty Insurance Company 22276 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	47-QAA-015467-03	2/8/2023	2/8/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COM/POP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Protection Liability	X	47-QAA-015467-03	2/8/2023	2/8/2024	Each Claim \$1,000,000.00 Aggregate \$3,000,000.00

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

Policy extends to covered incidents for professional services performs for others that is within the scope of such insured's profession shown in the Declarations, and for which the insured is licensed, certified, accredited, trained or qualified to perform.

CERTIFICATE HOLDER**CANCELLATION**

State of NH OPLC
 7 Eagle Square
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Yacan

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Jessica Reeves, MSN, MPH

CLINICAL EXPERIENCE

OUR CLINIC, Keene, NH

2021 - present

Nurse Practitioner

- Owner and operator of independent private primary care practice
- Manage acute illnesses and chronic disease, provide preventive care for adult patients
- Obtain histories; perform physical exam; order and analyze laboratory and imaging studies; diagnose and treat illness
- *Areas of special focus:* women's health; sexual health screening and counseling across the lifespan

Cheshire Medical Center / Dartmouth-Hitchcock Keene, Keene, NH

2018 - 2020

Nurse Practitioner - Family Medicine

- Manage acute illness and chronic disease, provide preventive care across the lifespan in busy family medicine practice
- Obtain histories; perform physical exam; order and analyze laboratory and imaging studies; diagnose and treat illness
- Provide panel coverage for colleagues when out of office
- Participate in department- and organization-wide quality improvement activities
- *Special skills:* women's health; sexual health screening and counseling across the lifespan

Planned Parenthood of Southern New England, Torrington, CT

2017 - 2018

Nurse Practitioner

Manage reproductive health across the lifespan for women and men.

- Manage acute illnesses and chronic disease in culturally competent reproductive health setting
- Deliver comprehensive women's health services, including preventive care and family planning
- Provide sexually transmitted infection screening, treatment and education
- Act as medical resource for health center staff
- *Special skills and procedures:* IUD placement and removal; pelvic and abdominal ultrasound; microscopy

OTHER PROFESSIONAL EXPERIENCE

Keene State College Trio Program

2021

Upward Bound, Assistant Residential Supervisor

Participated in summer program serving high school students of diverse backgrounds from Vermont and New Hampshire. Academic program provides exposure to college experience for high school students from low-income households and/or who will be first generation college students. Responsibilities include supervision of tutor/mentor staff; residential programming; supervision of students on and off campus; completion of competency based narrative student evaluations.

Our Publishing

2021

Author, Secrets From The World's Most Productive Nurse Practitioner

Wrote book for Nurse Practitioners sharing secrets for successful clinical practice, based on my own experience (including four consecutive quarters of closing 96-100% of my charts the day of the visit, running on time in clinic, and leaving on time at the end of each day). Proofread and reviewed all print and electronic content for grammar, tone, voice. Participated in all stages of manuscript preparation and book production, as well as promotion.

Cheshire Medical Center / Dartmouth-Hitchcock Keene, Keene, NH

2018

Master of Public Health Practicum Internship - Patient Experience

Project: Ambassadors for Patient Experience: Provider Observational Study for Patient Experience Excellence

Worked with Vice President of Patient Experience to conduct observational study of provider communication and implement peer-to-peer coaching program to improve provider communication. *Special skills:* qualitative data gathering and analysis; literature review; co-authored final written product; poster presentation; project development and launch.

Jessica Reeves, MSN, MPH

- The Colonial Theatre, Keene, NH** **2005 - 2015**
Director of Marketing (while enrolled full time as a student) 2010 - 2015
Director of Audience Services and Marketing 2007 - 2010
Director of Audience Services 2006 - 2007
Box Office Manager 2005 - 2006
- Member of senior management of 900 seat performing arts center presenting professional touring artists, regional and community performers, and independent film. Reported to Executive Director.
- *Special focus:* relationship management (internal/external stakeholders and theatre clients [performers, promoters, community groups, vendors, media, general public]), communications and messaging
- Marketing*
- Directed all marketing campaigns and publications, market research, audience development
 - Monitored progress toward sales and marketing goals, adjusted marketing strategies as needed; consistently met marketing goals despite economic downturn
 - Film programming and film-based special events
- Audience Services*
- Managed front of house staff (departments: box office, film projection, concessions and bar); hiring, training, management and coaching to improve performance
 - Successfully mentored part time hourly staff to advance to positions in management and senior management
 - Responsible for revenue generation from ticket sales, concessions and related sources (approximately 65% of organization's annual operating budget)
 - Drafted, implemented and monitored all sales and audience services policy and procedure

- MAPS Counseling Services, Keene, NH** **2004 - 2005**
Administrative Director
Sole responsibility for all business functions at nonprofit group mental health practice; sole non-clinician staff member.
- Completion of intake interview of new patients and referral to appropriate therapists
 - Performed insurance credentialing of new providers; billing, accounts payable, accounts receivable; preparation of reports for use internally and by the Board of Directors; medical records management
 - *Reported to Board of Directors*

EDUCATION

- Dartmouth College, Hanover, NH** **2019**
Master of Public Health
- research/practicum focus: patient-provider communication, shared decision making, patient engagement
- Simmons College, Boston, MA** **2017**
Master of Science, Nursing (Family Nurse Practitioner)
- member, Sigma Theta Tau international honor society for nursing
 - research areas: the role of social support of the postpartum woman; substance use disorder treatment in primary care
- Northeastern University, Boston, MA** **2015**
Bachelor of Science, Healthcare Management
- honors: summa cum laude; member Alpha Sigma Lambda and Sigma Epsilon Rho honor societies
- River Valley Community College, Claremont, NH** **2013**
Associate of Science, Nursing
- honors: magna cum laude; member Phi Theta Kappa honor society

Jessica Reeves, MSN, MPH

LICENSURE, CERTIFICATIONS, AFFILIATIONS

LICENSURE:

- Advanced Practice Registered Nurse -New Hampshire (License #072312-23); Connecticut (*pending*)
- Registered Nurse - New Hampshire (License #072312-21); Connecticut (*pending*)
- DEA controlled substances registration certificate (active: #MR4624830)

CERTIFICATION

- Medication Assisted Treatment waiver (*pending*)
- Lean-Six Sigma Yellow Belt

AFFILIATIONS

- American Association of Nurse Practitioners, *member*
- American Nurses Association, *member*

VOLUNTEER EXPERIENCE

The Dartmouth Institute, Hanover, NH

2020 - present

Member, Interview Committee

Conduct interviews with prospective Masters-level students of The Dartmouth Institute for Health Policy and Clinical Practice. Provide recommendations to committee regarding acceptance/rejection of applicants.

Stage 33 Live, Bellows Falls, VT

2017 - present

Advisor to startup nonprofit radio/television/web program showcasing regional talent in original theater, spoken word, music, science and humanities. Special focus: grant writing, operations.

WOOL-FM, Bellows Falls, VT

2004 - present

Part of founding/startup team of full power, fully licensed, nonprofit, non-commercial community radio station.

- Served on Board of Directors, Public Relations/Fundraising Committee, and Training Committee; as Membership Coordinator; on-air program host
- Special focus: establishment of operations policies and procedures; membership management; authored on-air host training manual and advised inaugural class of on-air host trainers

Patient and Family Advisory Council, Cheshire Medical Center/Dartmouth-Hitchcock, Keene, NH 2017

Member of Advisory Council working with senior administration and staff to represent the voice of the patient and community. Projects included: electronic health record conversion; Communications Committee; patient experience mapping; development of patient experience strategy in conjunction with Vice President of Patient Experience.

Elm City Birth Alliance, Keene, NH

2015 - 2016

Part of founding/startup team with goal of establishing local alliance of birth and postpartum workers. Organization's mission: to provide pregnancy, birth and postpartum resources for families and professional support to members. Special focus: marketing and public relations, fundraising, bylaws.

Cheshire Doula, Cheshire Medical Center/Dartmouth-Hitchcock, Keene, NH

2014-2017

Birth Doula

Provide doula support to expecting and laboring mothers and their partners as part of team of doulas within labor and delivery unit; rotating on call responsibility.

- During pregnancy: patient teaching, working with mothers to formulate a birth plan, setting expectations for the delivery and postpartum experience
- During labor and delivery: provide continuous physical and emotional support for mother and partner(s); working with birth center team (physicians, nurse midwives and nurses) to carry out the birthing plan and advocate with and for mother and partner(s) if needed

Monadnock Therapy Pets, Swanzey, NH

2013 - 2017

Registered Therapy Dog Team

Provide pet therapy visits with my Labrador Retriever (Phyllis) in a variety of clinical- and community-based settings as part of a Registered Therapy Team (registered by Alliance of Therapy Dogs, Cheyenne, WY). Settings include local college, hospital and outpatient clinic; children's nursing home; Humane Society outreach events. *Currently training subsequent therapy dog, Kelly; anticipated certification date October 2021.*

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

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7 Temple Square

Concord, NH 03301

Telephone 603 271-3800 Fax 603 271-0807

Lindsey B. Courtney
Executive Director

January 31, 2022

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification, to enter into an agreement with Jessica Reeves, MSN, MPH, of Keene, NH (Vendor No. 392717) for nurse consultant services for an amount not to exceed \$18,000.00. This contract is a result of competitive RFP 2022-04. This contract shall be effective upon Governor and Executive Council Approval and extend through December 31, 2023, with the option to extend for two (2) one-year periods, 100% Agency Funds.

Funds to support this request are available in SFY22 and SFY23 and contingent upon availability and continued appropriations in SFY24 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

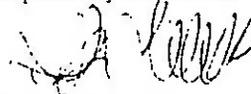
	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
01-21-21-211010-24040000 46-500462 Consultant	\$4,500.00	\$9,000.00	\$4,500.00

EXPLANATION

RSA 310-A:1-d, I authorizes OPLC to "contract for the services of investigators . . ." To preserve the impartiality of individual board members and limit the number of recusals of board members for adjudication, the consultant will assist OPLC staff in reviewing and investigating possible violations.

Based on the foregoing, I am respectfully recommending approval of the contract with Jessica Reeves, MSN, MPH, of Keene, NH.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

State of New Hampshire
 Office of Professional Licensure and Certification
 RFP OPLC 2022-04
 Nurse Legal Consultant, New Hampshire Board of Nursing
 Vendor Scoring

Vendor Name	Minimum Requirements	Evaluation of the Individual	Pricing	TOTAL
Tracey Collins	19.75	77.5	17	114.25
Jessica Reeves	18.5	63.5	25	107
Nancy Keyes	20	70.25	15	105.25
Erica Russell	16.75	72	15	103.75
Maryjane Duquette/	18.75	60.75	15	94.5
Tara Rhoden	17.75	61	15	93.75
Roseanne Buck	18	56	15	89
Sherine Tber	17.25	38.75	0	56
Monica Tombasco	3	32.75	0	35.75
Molly Melone	15.25	17	0	32.25

Reviewers

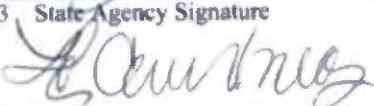
Jessica Kallipolites, Director, Division of Enforcement
 Ashley Czechowicz, Board Administrator
 Christine Senko, Administrator, Bureau of Board Administration
 Samantha O'Neill, Board Member

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

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square, Suite 200 Concord, NH 03301	
1.3 Contractor Name Jessica Reeves, MSN, <u>MPS MPH</u>		1.4 Contractor Address Keene, NH 03431	
1.5 Contractor Phone Number	1.6 Account Number 010-022-2100-24040000-46-500462	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$18,000.00
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature  Date: <u>11/24/2021</u>		1.12 Name and Title of Contractor Signatory <u>JESSICA REEVES NURSE PRACTITIONER</u>	
1.13 State Agency Signature  Date: <u>12-1-21</u>		1.14 Name and Title of State Agency Signatory <u>Lindsay Courtney, Executive Director</u>	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Lorrie A Rudis</u> Director, On: <u>1/31/2022</u>			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Shen Phillips</u> On: <u>3/9/2022</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property

damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SPECIAL PROVISIONS**

The provisions of Paragraph 14, of the General Provisions, Form P-37, are deleted as inapplicable.

This Agreement can be extended for two additional one-year periods at the State's discretion, by mutually executed written amendment to this Agreement by the Parties.

EXHIBIT B SCOPE OF SERVICES

The Nurse Legal Consultant shall be responsible for investigating quality of care issues including, but not limited to, malpractice suits, matters of incompetence, unprofessional conduct, consumer complaints, and other issues which may constitute violations of statute or rules applicable to licensed healthcare professionals regulated by OPLC or the boards within OPLC.

The Nurse Legal Consultant is expected to assist with a maximum of five (5) investigations per month.

Work hours for one investigation may not be subdivided among groups of providers or individual providers in the same practice group.

More specific duties include:

- Assist OPLC staff as needed and/or when directed by the Board in the timely review process of complaints, claims, suits and other issues involving licensee where the public could be adversely affected.
- Assist OPLC staff in setting up and completing unannounced inspections. Review information received to ensure that all materials are in order and ready for Board Review. Examples of information to be reviewed include, but is not limited to: office records, responses, reports from other agencies or states.
- Recruit and maintain a list of outside expert reviewers.
- Complete and write up reports of investigation.
- Assist and work with them in performing investigations

EXHIBIT C

PRICE AND PAYMENT SCHEDULE

The contract price shall not exceed \$18,000.00 during the term of the contract.

The Contractor shall be paid at an hourly rate of \$150.00 per an investigation with a maximum of five (5) investigations a month. The Contractor shall submit invoices to the Board on a monthly basis in sufficient detail and will include, as a minimum, the number of hours worked and the nature of the work performed. All Board-approved invoices submitted for payment will be paid within 30 days of receipt.



Certificate of Insurance

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not alter the coverage afforded by the policy(ies) below. This certificate of insurance does not constitute a contract between the insure(s), authorized representative or producer, and the certificate holder.

Certificate Number: OAA000036861

Insurer: Berkshire Hathaway Specialty Insurance

NAIC# 22276

Named Insured: Jessica Reeve, MSN, MPH, APRN

Mailing Address:

Type of Insurance	Policy Number	Policy Effective	Policy Expiration	Limits of Insurance
Professional Protection Liability	47 OAA 015467 02	02/08/2022	02/08/2023	\$1,000,000 Per Claim
				\$3,000,000 Per Aggregate
Commercial General Liability Occurrence		02/08/2022	02/08/2023	\$1,000,000 Per Occurrence
				\$1,000,000 Per Aggregate

Description of profession/business: Nurse Practitioner - Family Health (FNP)

Certificate holder: Heather Kelley
7 Eagle Square
Concord, NH 03301

Adam Yacari
Authorized Representative

03/22/2022
Dated