69

STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

OFFICE OF THE EXECUTIVE DIRECTOR

Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

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

June 28, 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 exercise a renewal option to an existing contract with Tracey L. Collins, DNP, RN, PMP, CPHQ, NEA (Vendor Code 226413) Rochester, 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 $13,200 from $26,400 to $39,600 and by extending the completion date from December 31, 2023 to December 31, 2024, upon Governor and Executive Council approval. 100% Agency Funds.

The original contract was approved by the Governor and Executive Council on April 6, 2022 (Item #34).

Funds are available in the following account:

01-21-21-21010-240400000 Division of Administration	**FY 2024**	**FY 2025**
046-500462 - Consultants	**$6,600**	**$6,600**

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.

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.

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 exercising one (1) of the two (2) year extensions available for renewal, leaving one (1) year of renewal for future use.

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 Tracey L. Collins, DNP, RN, PMP, CPHQ, NEW of Rochester, NH.

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 Tracey Collins ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 6, 2022, 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, and Exhibit A, Special Provisions, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   December 31, 2024

2. Form P-37 General Provisions, Block 1.8 Price Limitation, to read:

   $39,600

3. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Heather A. Kelley, Director of Operations

4. 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

9/22/2023
Date

Name: Lindsey B. Courtney
Title: Executive Director

Tracey Collins

9-8-2023
Date

Name: Tracey Collins, RN
Title:

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

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

OFFICE OF THE ATTORNEY GENERAL

10/5/23
Date

Christopher Bond
Name: Christopher Bond
Title: Associate Attorney General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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 $220.00 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 Department 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 oplc.accountspayable@oplc.nh.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.

CNA

HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

Certificate of Insurance

nso

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 1/04/2023

The application for the Policy and any and allsupplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0732521574	From: 03/01/23 to 03/01/24 at 12:01 AM Standard Time

Named Insured and Address:

Tracey Collins
5 Bradley Ct
Rochester, NH 03867-3407

Program Administered by:

Nurses Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-247-1500
www.nso.com

Medical Specialty:	Code:
Legal Nurse Consultant - RN	80964

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability $ 1,000,000 **each claim** $ 3,000,000 **aggregate**

Your professional liability limits shown above include the following:

* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate
Media Expense	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000 aggregate sublimit
Personal Liability	$1,000,000 aggregate

Total $ 130.00

Base Premium $130.00

Premium reflects Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board **Secretary**

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: **Endorsement Date:** Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C (07-01)	Occurrence Policy Form
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-C28 (07-01)	New Hampshire Cancellation and Non-Renewal
G-123850-D28 (07-01)	New Hampshire Amendatory Change
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA89026 (05-17)	Media Expense Coverage
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF ADMINISTRATION
7 Eagle Square
Concord, NH 03301
Telephone 603-271-3800 · Fax 603-271-0597

Lindsey B. Courtney
Executive Director

34

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 Tracey L. Collins, DNP, RN, PMP, CPHQ, NEA, of Rochester, NH (Vendor No. 226413) for nurse consultant services for an amount not to exceed $26,400.00. 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.

	FY 2022	FY 2023	FY 2024
01-21-21-211010-24040000			
46-500462 Consultant	$6,600.00	$13,200.00	$6,600.00

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 Tracey L. Collins, DNP, RN, PMP, CPHQ, NEA, of Rochester, NH.

Respectfully submitted,

Lindsey B. Courtney
Executive Director

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square, Suite 200 Concord, NH 03301	
1.3 Contractor Name Tracey L. Collins, DNP, RN, PMP, CPHQ, NEA		1.4 Contractor Address	
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 $26,400.00
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number 603-271-0142	
1.11 Contractor Signature Tracy Collins Date: 11/26/21		1.12 Name and Title of Contractor Signatory Tracy Collins, RN	
1.13 State Agency Signature Date: 12/1/21		1.14 Name and Title of State Agency Signatory Lorrie Carey, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Lorrie A Rudis Director, On: 1/26/2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Shein Phillips On: 3/9/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials TLC
Date 11/26/21

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials ZLC
Date 11/26/21

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and or

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials TKC
Date 11/20/21

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.

Contractor Initials TAC
Date 11/26/21

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.

Contractor Initials TLC
Date 11/30/21

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

Contractor Initials TLC
Date 11/26/21

EXHIBIT C

PRICE AND PAYMENT SCHEDULE

The contract price shall not exceed $26,400.00 during the term of the contract.

The Contractor shall be paid at an hourly rate of $220.00 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.

Contractor Initials TLC
Date 11/20/21

/

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.
Investigative Services for quality care issues which may constitute violations of statute or rules applicable licensed healthcare professionals regulated by OPLC or the boards within OPLC.

2. Does the agency have State employees that perform the same or similar services? ☐ Yes, ☑ No

3. Will the Agency exercise authority over the means by which the service is rendered by:
   a. Setting work hours. ☐ Yes, ☑ No
   b. Setting the work location or providing work space. ☐ Yes, ☑ No
   c. Training the individual in how the services must be performed. ☐ Yes, ☑ No
   d. Supervising how services are rendered. ☐ Yes, ☑ No
   e. Providing tools, materials or office supplies to perform the services. ☐ Yes, ☑ No
   f. Requiring periodic reports on the individual's services. ☐ Yes, ☑ No
   g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. ☑ Yes, ☐ No

4. Will the individual perform the services exclusively for the agency? ☐ Yes, ☑ No

5. Does the individual use their personal social security number rather than employer identification tax number? ☑ Yes, ☐ No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? ☑ Yes, ☐ No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? ☑ Yes, ☐ No

8. Will the Agency have the right to terminate the relationship at any time? ☐ Yes, ☑ No

9. Can the individual terminate the relationship at any time without liability? ☐ Yes, ☑ No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? ☑ Yes, ☐ No. Please Identify Nursing Investigative Services

Date initial review by DoP: 01/26/2022 Date final review by DoP: 01/26/2022

Initial Approval mgm : Disapproved _____ Final Approval mgm : Disapproved _____

Matt Mavrogeorge Digitally signed by Matt Mavrogeorge Date: 2022.01.26 09:01:39 -05'00'
(Division of Personnel signatory)

Matt Mavrogeorge Digitally signed by Matt Mavrogeorge Date: 2022.01.26 09:01:51 -05'00'
(Division of Personnel signatory)

1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone:1-800-247-1500 Fax:1-800-758-3635
Website:www.nso.com

03/02/22

Tracey Collins

Dear Tracey Collins:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-247-1500. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Q032

CNA

HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP

nso

Certificate of Insurance

OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 3/02/2022

The application for the Policy and any and allsupplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0732521574	From: 03/01/22 to 03/01/23 at 12:01 AM Standard Time

Named Insured and Address:

Tracey Collins

Program Administered by:

Nurses Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-247-1500
www.nso.com

Medical Specialty:	Code:
Legal Nurse Consultant - RN	80964

Insurance Provided by:

American Casualty Company of Reading, Pennsylvania
151 N. Franklin Street
Chicago, IL 60606

Professional Liability $ 1,000,000 each claim $ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

Coverage Extensions

License Protection	$ 25,000	per proceeding	$ 25,000	aggregate
Defendant Expense Benefit	$ 1,000	per day limit	$ 25,000	aggregate
Deposition Representation	$ 10,000	per deposition	$ 10,000	aggregate
Assault	$ 25,000	per incident	$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	$ 25,000	per person	$ 100,000	aggregate
First Aid	$ 10,000	per incident	$ 10,000	aggregate
Damage to Property of Others	$ 10,000	per incident	$ 10,000	aggregate
Information Privacy (HIPAA) Fines and Penalties	$ 25,000	per incident	$ 25,000	aggregate
Media Expense	$ 25,000	per incident	$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above	
Fire & Water Legal Liability	Included in the PL limit shown above subject to $150,000	aggregate sublimit
Personal Liability	$1,000,000 aggregate	

Total $ 127.00

Base Premium $127.00

Premium reflects Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Medical Speciality is amended to include Consulting Services (GSL-5587)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: **Endorsement Date:** Master Policy: 188711433

CNA93692 (11-2018)

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C (07-01)	Occurrence Policy Form
CNA96097 (06-19)	Amended Definition of Policy Period Endorsement
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-C28 (07-01)	New Hampshire Cancellation and Non-Renewal
G-123850-D28 (07-01)	New Hampshire Amendatory Change
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA89026 (05-17)	Media Expense Coverage
GSL-5587 (11-05)	Consulting Services Liability Endorsement

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.
As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

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	77.50	17.00	114.25
Jessica Reeves	18.50	63.50	25.00	107.00
Nancy Keyes	20.00	70.25	15.00	105.25
Erica Russell	16.75	72.00	15.00	103.75
Maryjane Duquette/	18.75	60.75	15.00	94.50
Tara Rhoden	17.75	61.00	15.00	93.75
Roseanne Buck	18.00	56.00	15.00	89.00
Sherine Tber	17.25	38.75	0.00	56.00
Monica Tombasco	3.00	32.75	0.00	35.75
Molly Melone	15.25	17.00	0.00	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