



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

November 12, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with 17 vendors in an amount not to exceed \$509,750, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective January 1, 2016 or date of Governor and Council approval, whichever is later, through December 31, 2017 for Traci Wagner, MD, Loretta Morrissette, RDH, and Michelle O'Mahony, PA, and through December 31, 2018 for the remaining agreements. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Summary of contract amounts by vendor:

Table with 8 columns: Vendor, Employer, Term, SFY 16, SFY 17, SFY 18, SFY 19, Total. Rows include vendors like Traci Wagner, MD, Loretta Morrissette, RDH, Michelle O'Mahony, PA, etc.

Abigail Olden, APRN	LRGHealthcare, Meredith	36 mths	4,200	7,000	4,550	1,750	17,500
Annette Cole, RDH	North Country Health Consortium, Littleton	36 mths	5,280	8,800	5,720	2,200	22,000
Martha Moorehead, APRN	LRGHealthcare, Franklin	36 mths	5,000	8,750	6,250	2,500	22,500
Lauren Frye, DO	Memorial Hospital, North Conway	36 mths	7,500	13,750	11,250	5,000	37,500
Kaleigh McA'Nulty, PA	Lamprey Health Care, Nashua	36 mths	5,000	8,750	6,250	2,500	22,500
Elizabeth Newton, APRN	Ammonoosuc Community Health Services – Woodsville	36 mths	10,000	17,500	12,500	5,000	45,000
		Total	\$116,318	\$203,285	\$138,557	\$51,590	\$509,750

Funds to support this request are available in the following account for SFY 2016/2017, and are anticipated to be available in SFY 2018/2019 upon the availability and continued appropriation of funds in future operating budgets.

**See attachment for financial details**

**EXPLANATION**

This requested action seeks the approval of a total of seventeen agreements for a total of \$509,750 to be used to provide payments to State Loan Repayment Program medical providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

The State Loan Repayment Program provides funds to health care providers working in areas of the state designated as being medically underserved. These medically underserved areas identified as Health Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas/Populations, and Governor's Exceptional Medically Underserved Populations are indicators that a shortage of health care professionals exists, posing a barrier to access health care services for the residents of these areas. As one of several approaches to improve access to health care services, the State Loan Repayment Program has proven to be a successful short and long-term strategy to recruit and retain physicians, dentists, and other health care professionals into New Hampshire's underserved communities. In addition, the health care provider and practicing site that are participating in the State Loan Repayment Program agree to provide direct primary health care services especially for uninsured residents who are residing in our medically underserved areas of New Hampshire. A significant percentage of New Hampshire residents continue to face difficulty accessing primary care, mental, and oral health care services, due to workforce challenges.

The Contractor must be a U.S. citizen, not have any unserved obligations for service to another governmental or non-governmental agency, be New Hampshire Licensed, and ready to begin full-time or part-time clinical practice at the approved site once a contract has been signed. The Contractor is willing to commit to a minimum service obligation of thirty-six months (full-time employee) or a minimum service obligation of twenty-four months (part-time employee) with the State of New Hampshire to work in a federally designated medically underserved area or a State sponsored Dental Program with the Division of Public Health Services/Oral Health Program. A Contractor who has completed their initial service contract obligation with the State Loan Repayment Program may request a contract extension if funding is available.

Three of the 17 Contractors will be working part-time and have committed to a minimum of service obligation of twenty-four (24) months. The 14 other Contractors will be working full-time and have committed to a minimum service obligation of 36 months. All will work within the State in a federally designated medically underserved area. The part-time Contractors have the option to extend the Agreement for one additional year, and the full-time Contractors have the option to extend their Agreements for two additional years, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council.

Eligible practice sites include community health centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and services.

Should Governor and Executive Council not authorize this Request, it will have a critical impact on the ability of New Hampshire health care facilities to recruit and retain qualified primary care health professionals to work in the State's Health Professional Shortage Areas. It is well-established that a sizable number of health care professionals carry a heavy debt-burden as they come out of training and are attracted to serving in those areas where a share of that burden can be taken away. This program serves to attract and retain such providers into underserved areas by relieving some of their financial burden that would otherwise make service in such areas less attractive. This shortage of health care workers can impact health care in a variety of ways, including decreasing quality of care, decreasing access to care, increasing stress in the workplace, increasing medical errors, increasing workforce turnover, decreasing retention rates and increasing health care costs.

To assure that the highest need areas receive priority, the Rural Health & Primary Care Section has implemented an in-house scoring process for all State Loan Repayment Program applications. State Loan Repayment Program applications receive weighted points based on the information required in the program guidelines and application. The criteria are based on: community needs; the specialty of the health professional (ability to meet the needs); the percent of the population served using sliding-fee schedules; bad debt/charity care as a percentage of revenue by the facility; the underserved area being served; the type of facility; indebtedness of the applicant; retention or recruitment needs of the facility; language other than English that is significant to the area; and the applicant's commitment to the community. These criteria may change, as workforce needs of the State change.

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

Nine of the 17 Contractors' employers have agreed to match the amount provided by the state through these state loan repayment contracts. These funds are in addition to the funds provided through these contracts throughout the loan repayment periods. The local match provided by the employer cannot be part of the salary or bonuses that the facility would normally provide the employee.

All Contractors are working in areas of the state designated as being medically underserved contracted with their employee. The presence of the Contractors in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within New Hampshire. Attached are the Contractors copies of Certificates of Licensure, resumes and employers' Insurance Certificates.

Areas served: Sullivan, Rockingham, Belknap, and Carroll Counties.

Source of Fund: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

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

Respectfully submitted,



Marcella J. Bobinsky, MPH  
Acting Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS**

**FINANCIAL DETAIL**

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL HEALTH & PRIMARY CARE.**

**100% Other Funds (NH Medical Malpractice Joint Underwriters Association)**

Traci Wagner, MD

Vendor # 167726-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	3,750.00
SFY 2017	073-500578	Grants-Non Federal	90074001	6,875.00
SFY 2018	073-500578	Grants-Non Federal	90074001	3,125.00
SFY 2019	073-500578	Grants-Non Federal	90074001	-
		Sub Total		13,750.00

Loretta Morrisette, RDH

Vendor # 267749-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	3,375.00
SFY 2017	073-500578	Grants-Non Federal	90074001	6,250.00
SFY 2018	073-500578	Grants-Non Federal	90074001	2,875.00
SFY 2019	073-500578	Grants-Non Federal	90074001	-
		Sub Total		12,500.00

Michelle O'Mahony, PA

Vendor # 269087-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	4,813.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	3,937.00
SFY 2019	073-500578	Grants-Non Federal	90074001	-
		Sub Total		17,500.00

Melissa Nelson, APRN

Vendor # 269089-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	5,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	6,250.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,500.00
		Sub Total		22,500.00

Mindy Dube, APRN

Vendor # 269090-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	5,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	6,250.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,500.00
		Sub Total		22,500.00

Kimberly Calhoun, LICSW

Vendor # 269091-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	10,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	17,500.00
SFY 2018	073-500578	Grants-Non Federal	90074001	12,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		45,000.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL**

Holly Ramsey, PA

Vendor # 263630-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	10,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	17,500.00
SFY 2018	073-500578	Grants-Non Federal	90074001	12,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		45,000.00

Amanda Dustin, APRN

Vendor # 263841-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	10,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	17,500.00
SFY 2018	073-500578	Grants-Non Federal	90074001	12,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		45,000.00

Melissa Buddensee, MD

Vendor # 267745-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	12,960.00
SFY 2017	073-500578	Grants-Non Federal	90074001	21,600.00
SFY 2018	073-500578	Grants-Non Federal	90074001	14,040.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,400.00
		Sub Total		54,000.00

Clint Emmett, PNS

Vendor # 267744-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	10,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	17,500.00
SFY 2018	073-500578	Grants-Non Federal	90074001	12,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		45,000.00

Tricia Keville, APRN

Vendor # 267742-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	4,440.00
SFY 2017	073-500578	Grants-Non Federal	90074001	7,760.00
SFY 2018	073-500578	Grants-Non Federal	90074001	5,560.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,240.00
		Sub Total		20,000.00

Abigail Olden, APRN

Vendor # 218475-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	4,200.00
SFY 2017	073-500578	Grants-Non Federal	90074001	7,000.00
SFY 2018	073-500578	Grants-Non Federal	90074001	4,550.00
SFY 2019	073-500578	Grants-Non Federal	90074001	1,750.00
		Sub Total		17,500.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL**

Annette Cole, RDH

Vendor # 267743-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	5,280.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,800.00
SFY 2018	073-500578	Grants-Non Federal	90074001	5,720.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,200.00
		Sub Total		22,000.00

Martha Moorehead, APRN

Vendor # 268441-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	5,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	6,250.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,500.00
		Sub Total		22,500.00

Lauren Frye, DO

Vendor # 267750-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	7,500.00
SFY 2017	073-500578	Grants-Non Federal	90074001	13,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	11,250.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		37,500.00

Kaleigh McA'Nulty, PA

Vendor # 268444-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	5,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	8,750.00
SFY 2018	073-500578	Grants-Non Federal	90074001	6,250.00
SFY 2019	073-500578	Grants-Non Federal	90074001	2,500.00
		Sub Total		22,500.00

Elizabeth Newton, APRN

Vendor # 269088-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	073-500578	Grants-Non Federal	90074001	10,000.00
SFY 2017	073-500578	Grants-Non Federal	90074001	17,500.00
SFY 2018	073-500578	Grants-Non Federal	90074001	12,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	5,000.00
		Sub Total		45,000.00
		<b>TOTAL</b>		<b>509,750.00</b>

Subject: State Loan Repayment Program


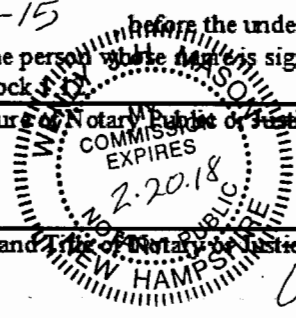

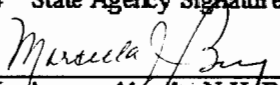
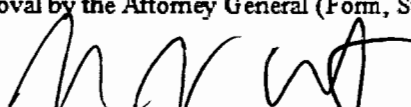
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Traci Wagner, MD		<b>1.4 Contractor Address</b> 600 St. Johnsbury Road Littleton, NH 03561	
<b>1.5 Contractor Phone Number</b> 603 444-9000	<b>1.6 Account Number</b> 05-95-90-901010-7965-073-500578	<b>1.7 Completion Date</b> December 31, 2017	<b>1.8 Price Limitation</b> \$13,750
<b>1.9 Contracting Officer for State Agency</b> Eric Borrin, Director of Contracts and Procurement		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Traci Wagner, MD	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Grafton</u> On <u>11-4-15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Wendy J. H. Mason			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Marcelle J. Behrsky, Acting Director, DPHS	
<b>1.16 Approval by the N.H./Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: <u>11/25/15</u>			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 (“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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials JKW  
Date 11/4/12

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials JA  
Date 11/4/15



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Traci Wagner, MD (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

*JH*  
*11/4/15*



Exhibit C

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**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.





Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials JA

Date 11/9/15



Exhibit E

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Date 11/4/15

Name: Traci L Wagner, MD  
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

301

Date

11/4/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/15  
Date

Traci L Wagner MD  
Name:  
Title: MD

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

TW

Date

11/4/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/15  
Date

Traci L Wagner, MD  
Name:  
Title: MD

Contractor Initials TW  
Date 11/4/15



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials           JAW          

Date           11/4/15





Exhibit J

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**Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.**

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials

*JAW*

Date

*11/4/15*

Client#: 17930

LITTLHOS1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/15

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 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: Hackett Valine & MacDonald, 620 Hinesburg Road, P. O. Box 2127, So Burlington, VT 05407-2127. CONTACT NAME: Shannon Gaulin, PHONE: 802 658-1100, FAX: 802 658 9419, E-MAIL ADDRESS: sgaulin@hvm.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Medical Mutual Ins Co of Maine.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation, and Medical Prof Phys/Hosp.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of insurance coverage / RE: State Loan Repayment Program contract MOA with the DHHS, Littleton Regional Healthcare

CERTIFICATE HOLDER: DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Michael T Walsh

Client#: 5844

LITTLETO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2015

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 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: William Gallagher Associates, 470 Atlantic Avenue, Boston, MA 02210. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: New Hampshire Employers Insuran, INSURER B, C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Insurance

CERTIFICATE HOLDER: DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



**ATTACHMENT 1**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

**MEMORANDUM OF AGREEMENT  
State Loan Repayment Program**

Between Traci Wagner, MD, Contractor, Littleton Regional Healthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

**Part Time Services**

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers; the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

**STATEMENT OF AGREEMENT**

- 1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

state loan repayment contributions for Traci Wagner, MD, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Littleton Regional Healthcare, 600 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at North Country Primary Care, 600 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred to as the Practice Site).

2. The Practice Site is a Rural Health Clinic/Critical Access Hospital located in a Medically Underserved Area/Population. The geographic area to be served is in Grafton County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$13,750 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$13,750. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2017. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

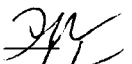
## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

  
11/4/15

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$1,875 of providing services obligated under this contract.
  - b. Second payment of \$1,875 of providing services obligated under this contract.
  - c. Third payment of \$1,875 of providing services obligated under this contract
  - d. Fourth payment of \$1,875 of providing services obligated under this contract.
  - e. Fifth payment of \$1562.50 of providing services obligated under this contract.
  - f. Sixth payment of \$1562.50 of providing services obligated under this contract.
  - g. Seventh payment of \$1562.50 of providing services obligated under this contract.
  - h. Eighth payment of \$1562.50 of providing services obligated under this contract.
  
8. The Contractor will be paid by the Employer in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$1,875 of providing services obligated under this contract.
  - b. Second payment of \$1,875 of providing services obligated under this contract.
  - c. Third payment of \$1,875 of providing services obligated under this contract
  - d. Fourth payment of \$1,875 of providing services obligated under this contract.
  - e. Fifth payment of \$1562.50 of providing services obligated under this contract.
  - f. Sixth payment of \$1562.50 of providing services obligated under this contract.
  - g. Seventh payment of \$1562.50 of providing services obligated under this contract.
  - h. Eighth payment of \$1562.50 of providing services obligated under this contract.
  
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.



ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

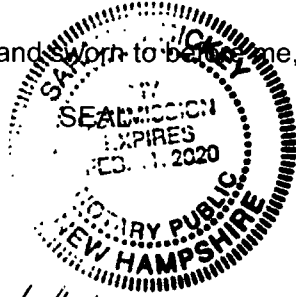
*Warren West*

*11/4/15*

Warren West, CEO  
Littleton Regional Healthcare

Date

Subscribed and sworn to before me, this 4<sup>th</sup> day of November, 2015.



*Sarah S. Ridgely*

Notary Public

*Traci Wagner, MD*

*11/4/15*

Traci Wagner, MD  
North Country Primary Care

Date

*Alisa Druzba*

*11/17/15*

Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

Date

Traci L Wagner

## Curriculum Vitae

### Education:

- ! University of Miami School of Medicine- M.D.- 5/89
- ! University of South Florida- B.A. in Chemistry- 5/84
- ! Mercer University- 8/80-5/82

### Training:

- ! Fellow of American Academy of Pediatrics- 1/1/94
- ! American Board of Pediatrics: Board Certification- 10/28/92;
- ! ! Re-certification- 1/12/99, 12/8/06
- ! University of Louisville/ Kosair Children's Hospital: Pediatric Residency-
- ! ! 7/89-7/92
- !

### Employment Experience:

Littleton Regional Hospital 12/12-present

Coos County Family Health Services, Berlin, NH-per diem pediatrics- 1/12-10/13  
Wellness Coaching, 9/10-present

Weeks Medical Center, Lancaster, NH- pediatrician- 9/05-10/08

- ! Children's Healthcare of Coral Gables, FL- private practice- 4/98-7/02
- ! University of Miami- Clinical Assistant Professor of Pediatrics- Early Intervention
- ! ! Program- 9/95-4/98
- ! Prospect Pediatrics; Prospect, KY- private practice- 6/93-6/95
- ! Audubon Regional Medical Center; Louisville, KY- Pediatric Hospitalist-7/92-6/93

! Gross Anatomy Teaching Assistant- University of Miami- summer 1986  
! Chemistry Teaching Assistant- Mercer University- 8/81-5/82

Personal Data:

!!!!

References: furnished upon request. !

Change of Address must be reported in writing to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301-2412 (Chapt. 329-16f)

State of New Hampshire  
BOARD OF MEDICINE  
TRACI L WAGNER, MD

TRACI L WAGNER, MD

License #: 12859

Issued: 8/3/2005



has been duly registered to practice medicine  
in this state through 6/30/2017

President

*Mark Sullivan PA-C*

Subject: State Loan Repayment Program

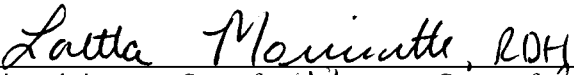
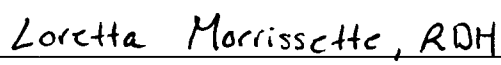
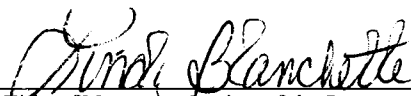

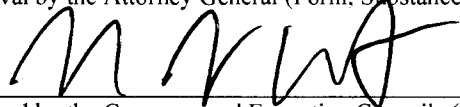
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Loretta Morrissette, RDH		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-3669	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$12,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory Loretta Morrissette, RDH  	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cococ</u>  On <u>11/5/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 		<b>LINDA BLANCHETTE, Notary Public</b> <b>My Commission Expires September 18, 2018</b>	
1.13.2 Name and Title of Notary or Justice of the Peace Linda Blanchette - Notary Public			
1.14 State Agency Signature   Date: <u>11/15/15</u>		1.15 Name and Title of State Agency Signatory Brook Drape / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.





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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Loretta Morrissette, RDH (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

*fu*

11/4/2015



Exhibit C

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**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

*lu*

11/4/2015



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

- 1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

- 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:

- This agreement has the option for a potential extension of up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials fu

Date 11/4/2015



Exhibit E

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/2015  
Date

Loretta Morrissette  
Name: Loretta Morrissette  
Title: RDH



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*fu*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/2015  
Date

Loretta Morrissette  
Name: Loretta Morrissette  
Title: RPH

Exhibit G

Contractor Initials LM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/2015  
Date

Loretta Morrissette  
Name: Loretta Morrissette  
Title: RDH



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials fu

Date 11/4/2015



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials   *fu*  

Date   11/4/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/2/2015

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 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 FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	CONTACT NAME: Vivian Vaudreuil	
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
INSURED Coos County Family Health Services 133 Pleasant Street  Berlin NH 03570-2006	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Indemnity Ins Co	18058
	INSURER B MEMIC Indemnity Company	11030
	INSURER C Philadelphia Ins Co	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 15-16 All lines 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1359261	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1359261	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB505702	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	3102802240 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Employee Dishonesty		PHSD1056070	7/1/2015	7/1/2016	Limit: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder is included as additional insured with respects to the CGL as per written contract.

## CERTIFICATE HOLDER

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jill Charnley/JSC

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**ATTACHMENT 1**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

**MEMORANDUM OF AGREEMENT  
State Loan Repayment Program**

Between Loretta Morrisette, RDH, Contractor, Coos County Family Health Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

**Part Time Services**

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

**STATEMENT OF AGREEMENT**



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Loretta Morrissette, RDH, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (hereafter referred to as the Employer), and is working full-time at Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (hereafter referred to as the Practice Site).
2. The Practice Site is a Federally Qualified Health Center located in a Dental Health Professional Shortage Area. The geographic area to be served is in Coos County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$12,500 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2017. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$1,687.50 of providing services obligated under this contract.
  - b. Second payment of \$1,687.50 of providing services obligated under this contract.
  - c. Third payment of \$1,687.50 of providing services obligated under this contract.
  - d. Fourth payment of \$1,687.50 of providing services obligated under this contract.
  - e. Fifth payment of \$1,437.50 of providing services obligated under this contract.
  - f. Sixth payment of \$1,437.50 of providing services obligated under this contract.
  - g. Seventh payment of \$1,437.50 of providing services obligated under this contract.
  - h. Eighth payment of \$1,437.50 of providing services obligated under this contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Ken Gordon  
Ken Gordon, CEO  
Coos County Family Health Services  
11/5/15  
Date

Subscribed and sworn to before me, this 5<sup>th</sup> day of November, 2015.

SEAL  
LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018

Linda Blanchette  
Notary Public  
LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018

Loretta Morrissette, RDH  
Loretta Morrissette, RDH  
Coos County Family Health Services  
11/5/2015  
Date

Alisa Druzba  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section  
11/12/15  
Date

## Loretta L. Morrissette

54 Willow Street

Berlin, New Hampshire 03570

(603) 752-3669 x4019

[lmorrissette@ccfhs.org](mailto:lmorrissette@ccfhs.org)

### Summary

More than 24 years' experience practicing dental hygiene, including 15 years in a public health setting. Implemented Coos County Family Health Services' (CCFHS) Oral Health Program, which provides preventive dental services and education in northern Coos County schools K-8 (Errol, Milan, Berlin, Gorham, Randolph, Shelburne) and Head Start. Special projects with DHHS- NH including NH Senior Survey, 2013-2014 Healthy Smiles – Healthy Growth Survey, and Forsyth Institute's *Effectiveness and Improvement of Rural, School-Based, Caries Prevention Program*, and a weekly Fluoride Varnish Clinic for children of WIC participants.

### Education and Continuing Education

- Associate of Science (A.S.) degree, New Hampshire Technical Institute
- Licensed RDH, State of NH
- Coursework toward B.A. Allied Health Administration ( BA expected August 2015)
- RDH Under One Roof, Dental Impact Public Health Intervention, Orlando, FL; Las Vegas, NV
- Certified by the American Heart Association for BLS for Healthcare Providers
- Pursuing NH Dental Public Health Certificate, completion May 2015
- Motivational Interviewing (MI) training 2014

### Experience

*CCFHS Oral Health Coordinator, Berlin, NH 03570*

2000 - present

Specialize in preventive public health in Coos County Dental Professional Shortage Area (DSPSA). Using portable dental equipment, provide oral screenings and preventive dental hygiene services, sealants, classroom and individual education, and a school-based fluoride varnish program. Divide duties between clinical practice, peripheral school-based services including data collection, referrals, case management and administrative paperwork including grant preparation and reporting. Update policies and protocols through Collaborative Agreement with Supervising Dentist for OSHA, HIPPA and In-School policies, and supplemental project grant writing.

*Registered Dental Hygienist at the office of Eugene Kruysman, D.M.D.* 1992 – 2000

Provided inventory of patients' medical history, oral assessment and oral hygiene instruction; performed all aspects of dental prophylaxis including manual and ultrasonic scaling, probing, coronal polishing and fluoride treatments. Related duties included taking radiographs, placing sealants, completing applicable insurance forms and sterilizing instruments.

RSA 317-A :13, III License Renewal states All persons licensed to practice dentistry or dental hygiene in this state shall notify the board in writing within 10 days of any change of business or residential address which may occur during the period between biennial registrations.



*State of New Hampshire*

Board of Dental Examiners

LORETTA L MORRISSETTE, RDH

ActiveLic #: 01604  
Issued: 07/11/1991  
Expires: 04/30/2017

LORETTA L MORRISSETTE, RDH

*Charles E Albee DMD*  
President

Subject: State Loan Repayment Program

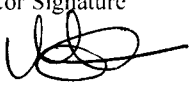
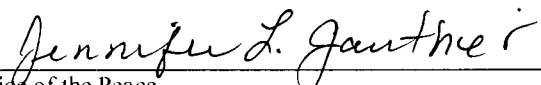
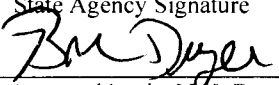
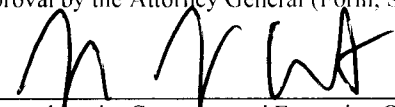
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

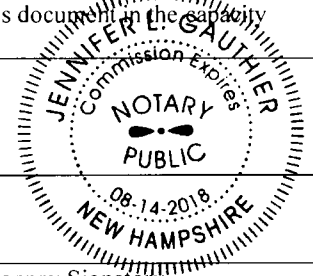
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Michelle O'Mahoney, PA		1.4 Contractor Address 452 Old Street Road Peterborough, NH 03458	
1.5 Contractor Phone Number 603 588-4200	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$17,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michelle O'Mahoney, PA	
1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Hillsborough</i>  On <i>11/4/2015</i> , before the undersigned officer, personally appeared the person identified in block 1.12, who satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  <i>Jennifer L. Gauthier, Notary</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <i>11/13/15</i> <i>Brook Duce / Bureau Chief</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>11/25/15</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			





**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials M.O.  
Date 11/4/15



Exhibit A

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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Michelle O'Mahoney, PA (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.





Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials M.O.

Date 11/4/15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/15  
Date

  
Name: Michelle O'Mahony  
Title: Physician Assistant



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials U.O.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/15  
Date

  
Name: Michelle O'Mahony  
Title: Physician Assistant

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials M.O.

Date 11/4/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/15  
Date

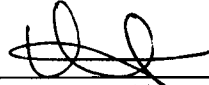
  
Name: Michelle O'Mahony  
Title: Physician Assitant



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials M.O.

Date 11/4/15





Exhibit J

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Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials M.O.

Date 11/4/15

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2015

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 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: Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston, MA 02210
CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE:
INSURER A: National Fire & Marine Insuranc NAIC #: 20079
INSURER B: New Hampshire Employers Insuran
INSURER C: Federal Insurance Company
INSURER D:
INSURER E:
INSURER F:

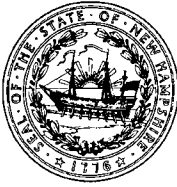
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Umbrella Liab, Workers Compensation, and Hospital Professional & Physician Liab.

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

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Michelle O'Mahony, PA, Contractor, Monadnock Community Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 4-hours of the minimum 20-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 20-hours per week (not less than 11-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 4-hours of the minimum 20-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Michelle O'Mahony, PA, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Monadnock Community Hospital, 452 Old Street Road, Peterborough, NH 03458 (hereafter referred to as the Employer), and is working full-time at Antrim Medical Group, 12 Elm Street, Antrim, NH 03440 (hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Clinic located in a Health Professional Shortage Area. The geographic area to be served is in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$17,500 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2017. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,406.50 of providing services obligated under this contract.
  - b. Second payment of \$2,406.50 of providing services obligated under this contract.
  - c. Third payment of \$2,406.50 of providing services obligated under this contract.
  - d. Fourth payment of \$2,406.50 of providing services obligated under this contract.
  - e. Fifth payment of \$1968.50 of providing services obligated under this contract.
  - f. Sixth payment of \$1968.50 of providing services obligated under this contract.
  - g. Seventh payment of \$1968.50 of providing services obligated under this contract.
  - h. Eighth payment of \$1968.50 of providing services obligated under this contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

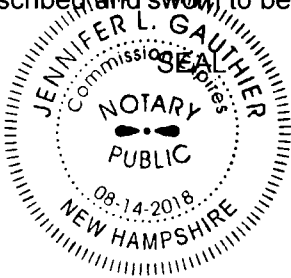
All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Cynthia K. McGuire 11-4-15  
Cynthia McGuire, CEO Date  
Monadnock Community Hospital

Subscribed and sworn to before me, this 4<sup>th</sup> day of November, 2015.



Jennifer L. Gauthier  
Notary Public

[Signature] 11/4/15  
Michelle O'Mahony, PA Date  
Antrim Medical Group

Alisa Druzba 11/12/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section



# CURRICULAM VITAE

**MICHELLE R. O'MAHONY, PA-C**

## **EDUCATION**

- 1999-2001      University of Washington School of Medicine  
MEDEX Northwest  
Physician Assistant Training Program  
Bachelor of Clinical Health Services  
4245 Roosevelt Way NE  
Seattle, WA 98105
- 1995-1997      City College of San Francisco  
Major Area of Study: Sciences  
San Francisco, CA 94112
- 1991-1992      San Francisco State University  
Special Education Department  
MS program in Audiology  
San Francisco, CA 94132
- 1986-1990      University of California Santa Barbara  
BA Speech and Hearing Sciences  
Santa Barbara, CA 93106

## **EXPERIENCE**

8/15- Current      Physician Assistant  
Monadnock Community Hospital  
Antrim Medical Group  
12 Elm Street  
Antrim, NH 03440  
(603) 588-4200

Family Practice Physician Assistant based in a rural community clinic and hospital setting. I provide quality care in an underserved population, my duties include: obtaining thorough problem oriented patient history, diagnose and treatment of acute and chronic medical conditions, perform adult and well child physicals and psychosocial assessments. In addition I promote healthy living and wellness, disease prevention and offer patient education. I also perform minor surgical procedures, initiate and interpret tests and radiographic studies.

10/13- 6/15      Physician Assistant  
UCSC Student Health Services  
1156 High Street  
Santa Cruz, CA 95064  
(831) 459-2211

Practicing Physician Assistant providing primary care as part of the Student Health Services health team. Duties include: assessing health status: evaluate and manage acute and chronic illnesses or injuries; provide initial psychological evaluation and promote healthy lifestyles in the student population. I served as a member of the eating disorder committee.

9/10-6/13

Physician Assistant  
Cheshire Medical Center  
Dartmouth-Hitchcock Keene  
580-590 Court Street  
Keene, NH 03431  
(603) 354-5454

Family Practice Physician Assistant in a community based clinic and hospital setting. My duties include: obtaining problem oriented patient history, perform adult and well child physicals, psychosocial assessments, diagnose and treat chronic and urgent medical problems including patient education, counseling and follow up instructions. Perform minor surgical procedures, initiate and interpret tests and radiographic studies. I train providers on Dragon software and provide opportunities to teach Nurse Practitioner and Physician Assistant students.

8/05-8/10

Physician Assistant  
Palo Alto Medical Foundation/Sutter Santa Cruz  
1203 Mission Street  
Santa Cruz, CA 95060  
(831) 458-6300

Family Practice Physician Assistant in a busy community clinic. My duties included physicals, well child exams and pre-operative evaluations. I also performed minor procedures, provide counseling and ensure health care maintenance for each patient. My practice included established and urgent care visits. Trained to be a "super user" on Epic EMR software.

09/03-05/05 Physician Assistant  
Pacific Horizon Medical Group  
2351 Clay Street, Suite #512  
San Francisco, CA 94115  
(415) 292-5477

Practicing PA-C in a private Internal Medicine / HIV practice. On an urgent care basis, my main duties for this challenging population included: health care educations, yearly physical exams, ensure healthy life style and health care maintenance. I frequently attended CME discussions on Internal medicine and HIV therapy.

01/04-05/05 Physician Assistant (per diem)  
San Francisco General Hospital  
Urgent Care Center  
1001 Potrero Ave, Suite 4J  
San Francisco, CA 94110  
(415) 206-8238

Practicing PA-C in an urgent care hospital setting. I provided quality health care to an underserved population. Duties included: Assessing urgent care medical needs, obtaining problem oriented history, appropriate physical assessment, formulate a diagnosis and execute treatment plan. Contact specialists and perform in-hospital admissions when appropriate. Manage medication and adherence. Provide healthcare education to promote healthy behaviors and self-care skills.

09/02-09-03      Physician Assistant  
Mission Neighborhood Health Center  
240 Shotwell Street  
San Francisco, CA 94110  
(415) 552-1013

Practicing PA-C in a high volume community clinic. I practiced in a variety of settings including: Adult, Women and Adolescent healthy. I supervised the Pap smear and mammogram logs and was a member of the Quality Management team.

10/01-09/02      Physician Assistant  
Tri-city Health Center  
39500 Liberty Street  
Fremont, CA 94538  
(510) 770-8145

Medical coordinator and provider for the HOPE project, a mobile clinic, which provided primary care medicine to homeless and battered women's shelters within Alameda County. I also provided quality health care within a clinic setting for the women's health, family planning and teen clinic. I also worked with the medical director on the Quality Improvement planning team.

## **PROFESSIONAL MEMBERSHIPS**

- American Academy of Physician Assistants
- New Hampshire Academy of Physician Assistants
- Physician Assistants for Cross Cultural Involvement
- Chi Omega- National Philanthropic Sorority

## **CREATIVE ACTIVITIES**

- Americans Helping Asian Children (AHAC): volunteer with a diverse medical team to administer and evaluate medical needs for children in the urban and rural areas of Southern Vietnam 1997-1999.
- YMCA- "Stop violence against women" Run and walk-a-thon class coordinator University of Washington.
- Physician Assistant Day- Community service clothing drive for Child Protective Services.

## **PROFESSIONAL AND PERSONAL REFERENCES**

Beth Hyde, NP  
Supervisor and patient care coordinator  
UCSC Student Health Services  
1156 High Street  
Santa Cruz, CA 95064  
(831) 459-2211

Janie Gleghorn, MD  
UCSC Student Health Services  
1156 High Street  
Santa Cruz, CA 95064  
(831) 459-2211

Andrew Tremblay, MD  
Chairperson of Family Practice  
Dartmouth-Hitchcock Keene  
Cheshire Medical Center  
580 Court Street  
Keene, NH 03431

## **AWARDS/OTHER**

- **“Commitment to Underserved Populations”**- Glenn M. Doornink, MD award University of Washington MEDEX Physician Assistant Program, 2001
- Proficient in Spanish
- Traveled extensively throughout South East Asia, Europe, Eastern Europe, Mexico and Central America.

State of New Hampshire  
BOARD OF MEDICINE

MICHELLE R O'MAHONY, PA

License #: 0794

Issued: 9/1/2010



is entitled to practice for the year ending

12/31/15



Subject: State Loan Repayment Program

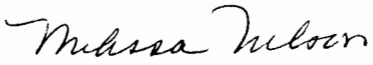
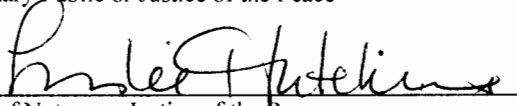
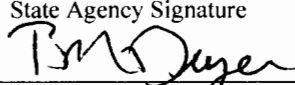
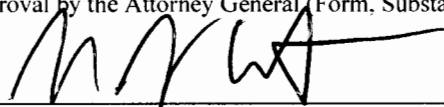
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Melissa Nelson, APRN		1.4 Contractor Address 273 Country Road New London, NH 03257	
1.5 Contractor Phone Number 603 863-4100	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Melissa Nelson, APRN	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>11/4/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Leslie Hutchins</u> <div style="text-align: right;"> <b>LESLIE HUTCHINS</b>                      Notary Public - New Hampshire                      My Commission Expires May 6, 2020                 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Bernard Pope / Bureau Chief</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Melissa Nelson, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.





Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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**Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.**

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials mn

Date 11.4.15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11.4.15  
Date

Melina Nelson  
Name:  
Title: APR



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials mn

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11.4.15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11.4.15  
Date

Melissa Nelson  
Name:  
Title: APPN

Exhibit G

Contractor Initials mn

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11.4.15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11.4.15  
Date

Melina Nelson  
Name:  
Title: APRN





Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials mn

Date 11.4.15



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials mn

Date 11.4.15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2015

**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 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).**

<b>PRODUCER</b> 1-617-531-6000 Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL ADDRESS:</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: LEXINGTON INS CO</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LEXINGTON INS CO	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: LEXINGTON INS CO	19437														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> New London Hospital Association, Inc.  273 County Road  New London, NH 03257															

**COVERAGES** **CERTIFICATE NUMBER:** 45115392 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6795757	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6975756	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>HEALTHCARE PROFESSIONAL LIABILITY (CLAIMS MADE)</b>			6795757	10/01/15	10/01/16	Each Medical Incid 1,000,000 Aggregate 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Evidence of Insurance only. Any alteration to this certificate or its attachment by anyone other than Integro USA Inc. will make this certificate null and void.

RE: Agreement with DHHS for the Sullivan County Grant program

<b>CERTIFICATE HOLDER</b>  NH DHHS Contracts and Procurement  129 Pleasant Street  Concord, NH 03301  USA	<b>CANCELLATION</b>  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 
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CERTIFICATE OF LIABILITY INSURANCE

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 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: HUB Healthcare Solutions, HUB International New England, 299 Ballardvale St. Wilmington, MA 01887. CONTACT NAME: John Klepper, PHONE: 508-303-9474, FAX: (A/C, No):, E-MAIL ADDRESS: john.klepper@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Safety National Casualty Corp, INSURER B:, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

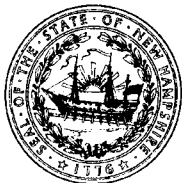
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

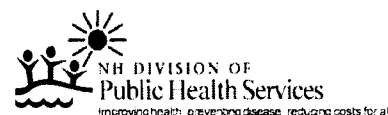
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Workers Compensation and Employers Liability Coverage for the State Loan Repayment Program Agreements for Mindy Dube, APRN and Melissa Nelson, APRN, employees of New London Hospital.

CERTIFICATE HOLDER: NH DHHS, Attn: Janice Southwick, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Melissa Nelson, APRN, Contractor, New London Hospital Association, Inc., Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Melissa Nelson, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by New London Hospital Association, Inc., 273 County Road, New London, NH 03257 (hereafter referred to as the Employer), and is working full-time at Newport Health Center, 11 John Stark Highway, Newport, NH 03773 (hereafter referred to as the Practice Site).
2. The Practice Site is a Rural Health Clinic located in a Medically Underserved Area/Population. The geographic area to be served is in Sullivan County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Bruce King 11/5/15  
Date  
Bruce King, CEO  
New London Hospital Association, Inc.

Subscribed and sworn to before me, this 5<sup>th</sup> day of November, 2015.

SEAL  
COUA L. EARLY  
Notary Public - New Hampshire  
My Commission Expires December 8, 2016

Coua L. Early  
Notary Public

Melissa Nelson 11.4.15  
Date  
Melissa Nelson, APRN  
Newport Health Center

Alisa Druzba 11/12/15  
Date  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

# Melissa M. Nelson

John Stark Highway, Newport, NH 03773

## Experience

### Family Practice Nurse Practitioner

**10/01/2012 - present Newport Health Center Newport, NH**  
**Care of patients from pediatrics to geriatrics in a clinic setting.**

### Staff Nurse Specialty Services

2004 - 2012 New London Hospital New London, NH  
Development and implementation of a nurse managed Coumadin Clinic.  
Redevelopment of the Outreach Oncology Clinic.  
Direct care of patients with cancer and other diagnoses requiring the services of the clinic.  
Oncology certified, ACLS.  
Presented a Nursing Grand Rounds case study pertaining to issues surrounding coumadin management.

### Staff Nurse : Special Care Unit and Medical Surgical

1992 - 2004 New London Hospital New London, NH  
Served as clinical coordinator.  
Assisted with orientation of new staff.  
Direct care for critically ill patients, postoperative care for general surgery, orthopedics and neurology.

### Clinical Coordinator/Staff Nurse

2000 - 2004 New London Hospital Practices New London, NH  
Patient care and triage in a Family Practice office.  
Monitored Quality Assurance projects.  
Maintained state immunization orders and records.  
Supervised training of new clinical staff.

## Education

1990 – 1992

### New Hampshire Technical College, Claremont, NH

ADN  
Member of Student Nurses Club, Student Senate, and Phi Theta Kappa.

2005 – 2007

### Granite State College, Concord, NH

BS In Applied Technology with a concentration in education and training.  
Graduated summa cum laude.

2009 – 2012

### Rivier College, Nashua, NH

#### MSN Family Nursing Practitioner Program

January 2011 to April 2011

Clinical Experience at Life Long Care of New London with adult client focus.

September 2011 to March 2012

Clinical experience at Life Long Care of New London with pediatric and women's health focus.

January 2012 to March 2012

Clinical experience at New London Pediatrics with pediatric focus.

Clinical experience at Newport Health Center with family practice focus.



# NEW HAMPSHIRE Online Licensing

Person Information

Name: MELISSA M NELSON

License Information

Specialty: Family Nurse Practitioner      Specialty Expiration Date: 7/8/2017

License No: 037535-23    Profession: Nursing    License Type: APRN  
License Status: Active    Issue Date: 7/20/2012    Expiration Date: 11/24/2017

All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

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



# NEW HAMPSHIRE Online Licensing

**IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.**

Personal Information

Name: MELISSA M NELSON

License Information

License No: 037535-21 Profession: Nursing License Type: Registered Nurse  
License Status: Active Issue Date: 8/31/1992 Expiration Date: 11/24/2017  
Multi-State License Status: COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

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

FORM NUMBER P-37 (version 5/8/15)

Subject: State Loan Repayment Program

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mindy Dube, APRN		1.4 Contractor Address 273 Country Road New London, NH 03257	
1.5 Contractor Phone Number 603 863-4100	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Mindy Dube APRN</i>		1.12 Name and Title of Contractor Signatory Mindy Dube, APRN	
1.13 Acknowledgment: State of <i>NH</i> County of <i>Sullivan</i> On <i>11/4/2015</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Leslie Hutchins</i> <b>LESLIE HUTCHINS</b> <b>Notary Public - New Hampshire</b> <b>My Commission Expires May 6, 2020</b>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Leslie Hutchins</i>			
1.14 State Agency Signature <i>Brenda Dube</i> Date <i>11/13/15</i>		1.15 Name and Title of State Agency Signatory <i>Brenda Dube / Bureau Chief</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director. On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>MNW</i> On: <i>11/25/15</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials MD  
 Date 11-4-15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials MD  
Date 11-4-05



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 renewals(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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 renewals(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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials MD  
Date 11-4-15

New Hampshire Department of Health and Human Services



Exhibit A

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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Mindy Dube, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Exhibit A

Page 1 of 1

Contractor Initials MCD  
Date 11-4-15

New Hampshire Department of Health and Human Services

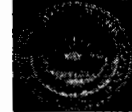


Exhibit B

**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

Exhibit B

Contractor Initials MD

Page 1 of 1

Date 11-4-15

New Hampshire Department of Health and Human Services



Exhibit C

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

Contractor Initials MD

Date 11-4-15

New Hampshire Department of Health and Human Services



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

New Hampshire Department of Health and Human Services



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. **Extension:**  
 This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Exhibit C-1 - Revisions to General Provisions

Contractor Initials MD

Date 11-4-15

New Hampshire Department of Health and Human Services



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials MD

CU/DHHS/011414

Page 1 of 1

Date 11-4-15

New Hampshire Department of Health and Human Services

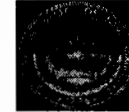


Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.

Exhibit E – Certification Regarding Lobbying

Contractor Initials MD

CU/DHHS/011414

Page 1 of 1

Date 11-4-15



New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials MD  
Date 11-4-15

New Hampshire Department of Health and Human Services  
Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

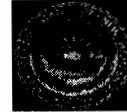
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11-4-15  
Date

Mindy Dube  
Name:  
Title: APRN

New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d), which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials MD

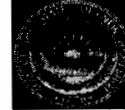
Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14  
Rev 10/21/14

Page 1 of 2

Date 11-4-15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above

Contractor Name:

11-4-15  
Date

Mindy Dube  
Name:  
Title: APRN

Exhibit G

Contractor Initials MD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11-4-15  
Date

Mindy Dube  
Name: APRN  
Title:

New Hampshire Department of Health and Human Services



Exhibit I

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**Exhibit I - Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.**

Exhibit I - Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials MD

Date 11-4-15

New Hampshire Department of Health and Human Services



Exhibit J

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**Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)**  
Compliance does not apply to this contract.

Exhibit J - Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials MD

Date 11-4-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2015

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 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).

<b>PRODUCER</b> Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> New London Hospital Association, Inc.  273 County Road  New London, NH 03257		<b>INSURER(S) AFFORDING COVERAGE</b>  INSURER A: LEXINGTON INS CO  INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19437	

COVERAGES                      CERTIFICATE NUMBER: 45115392                      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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6795757	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			6975756	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>HEALTHCARE PROFESSIONAL LIABILITY (CLAIMS MADE)</b>			6795757	10/01/15	10/01/16	Each Medical Incid 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance only. Any alteration to this certificate or its attachment by anyone other than Integro USA Inc. will make this certificate null and void.

RE: Agreement with DHHS for the Sullivan County Grant program

### CERTIFICATE HOLDER                      CANCELLATION

<b>CERTIFICATE HOLDER</b> NH DHHS Contracts and Procurement  129 Pleasant Street  Concord, NH 03301  USA	<b>CANCELLATION</b> 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 
--	---



Client#: 241432

NEWLONDONH1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2015

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 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: HUB Healthcare Solutions, HUB International New England, 299 Ballardvale St, Wilmington, MA 01887. CONTACT NAME: John Klepper, PHONE: 508-303-9474, FAX: (A/C, No):, E-MAIL ADDRESS: john.klepper@hubinternational.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Safety National Casualty Corp.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of Workers Compensation and Employers Liability Coverage for the State Loan Repayment Program Agreements for Mindy Dube, APRN and Melissa Nelson, APRN, employees of New London Hospital.

CERTIFICATE HOLDER: NH DHHS, Attn: Janice Southwick, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

**ATTACHMENT 1**

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



**MEMORANDUM OF AGREEMENT  
State Loan Repayment Program**

Between Mindy Dube, APRN, Contractor, New London Hospital Association, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

**Full Time Services**

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers; the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

**STATEMENT OF AGREEMENT**

Attachment 1 – Memorandum of Agreement State Loan Repayment Program

Contractor Initials MD  
Date 11-4-15

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Mindy Dube, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by New London Hospital Association, 273 County Road, New London, NH 03257 (hereafter referred to as the Employer), and is working full-time at Newport Health Center, 11 John Stark Highway, Newport, NH 03773 (hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Clinic located in a Medically Underserved Area/Population. The geographic area to be served is in Sullivan County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/ Practice Site must notify the Primary Care Workforce Coordinator and

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

- 1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
  - e) Insurance 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.
- 2. The policies described in subparagraph e) 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.
- 3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

- 1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from the requirements of N.H. RSA chapter 281 -A ("Workers' Compensation").
- 2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

- 7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
- 8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
- 9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

Contractor Initials MD  
Date 11-4-15

ATTACHMENT 1 - MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Bruce King \_\_\_\_\_ 11/5/15  
Bruce King, CEO Date  
New London Hospital Association, Inc.

Subscribed and sworn to before me, this 5<sup>th</sup> day of November 2015

**COOPER, EARLY**  
**Notary Public - New Hampshire**  
**My Commission Expires December 9, 2015**

Cooper Early  
Notary Public

Mindy Dube APRN \_\_\_\_\_ 11-4-15  
Mindy Dube, APRN Date  
Newport Health Center

Alisa Druzba \_\_\_\_\_ 11/12/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

**Mindy Dube, MSN, APRN, FNP-C**  
Newport Health Center  
11 John Stark Highway  
Newport, NH 03773  
603-863-4100 ext 1268  
Mindy.Dube@Newlondonhospital.org

## Summary of Qualifications

- 7 + years of direct patient care experience
- Strong clinical skills with ability to build rapport with patients and families
- Ability to act as a patient advocate
- Committed to following evidence-based guidelines and blending in clinical experience and personal intuition
- Ensuring quality patient care and education
- Ensuring open communication between patients and all members of the health care team
- Team player when it comes to providing collaborative care to patients

## Education

### **Frontier Nursing University – Hyden, KY**

September 4, 2014

*Master of Science, Nursing*

*Family Nurse Practitioner*

### **University of Phoenix – Phoenix, AZ**

February 2011

*Bachelor of Science, Nursing*

### **New Hampshire Community Technical College – Claremont, NH**

May 2007

*Associate of Science, Nursing*

### **Community College of Vermont – White River Junction, VT**

May 2005

*Associate of Arts, Liberal Studies*

## APRN Clinical Experience

### **New London Family Practice, New London, NH**

*Precepted Family Nurse Practitioner Clinical*

- Provide primary care
- Taking histories, performing physicals, ordering and



- interpretation of diagnostic tests
- Episodic care
- Provide chronic illness care
- Medication management

**Newport Health Center, Newport, NH**

*Precepted Pediatric Nurse Practitioner Clinical*

- Providing comprehensive care to pediatric patients
- Primary and episodic care
- Medication management

**Women's Care Center @ Alice Peck Day, Lebanon, NH**

*Precepted Women's Health Care Nurse Practitioner Clinical*

- Providing comprehensive care to women from adolescence to elderly
- Contraception management
- Obstetrical care
- Routine and referred gynecological care

**Clinical Employment**

**Newport Health Center, Newport, NH**

**Advance Practice Registered Nurse, January 2015 – current**

- Provide comprehensive care to patients of all ages
- Primary and episodic care
- Medication management

**The Birthing Pavilion at DHMC, Lebanon, NH**

**Registered Nurse, February 2010 – current**

- Provides direct nursing care to patients during the antepartum, intrapartum and postpartum periods.
- Initiates and follows through with individualized care planning to meet patients' needs during their hospitalization.
- Perform electronic fetal monitoring as ordered and notify house doctor with any concerning tracings.
- Provide labor support
- Care for bereaving families
- Provide direct nursing care to newborns and lactation support
- Perform neonatal resuscitation as needed.
- Circulating OR nurse for cesarean sections, routine and emergency

**The Birthing Center @ Alice Peck Day Hospital, Lebanon, NH**

**Registered Nurse, November 2008 – current**

- Provide direct nursing care to laboring and postpartum women
- Initiates and follows through with individualized care planning for current hospitalization
- Perform electronic fetal monitoring per protocol and notify

- physician or midwife with any concerning tracing.
- Provide labor and bereavement support
- Newborn care to include lactation support
- Perform neonatal resuscitation as needed.

**Immediate Care Center @ Alice Peck Day Hospital, Lebanon, NH**

**Registered Nurse, June 2007 – February 2010**

- Provides direct nursing care to patients presenting to the Emergency Room with acute/primary care and emergent medical needs.
- Provides care using the nursing process; assessing, planning, implementing and evaluating patient care needs.
- Establishing nursing practice based on current standards of ambulatory and emergency nursing care.
- Recognize and establish priorities and set objectives and goals for work assignments and patient care delivery.
- Maintains competency in using medical equipment.
- Complies with hospital, nursing department and unit policies and procedures.

**Additional Clinical Employment**

**Sleep Disorders Center @ DHMC, Lebanon, NH**

**Sleep Lab Technician, June 2005 – June 2007**

**Mary Hitchcock Memorial Hospital, Lebanon, NH**

**Patient Care Tech I, 4West, February 2004-2005**

**Licensure & Certifications**

- Registered Nurse – State of NH (2007)
- ACLS/BLS/NRP (current)

**Affiliations**

- American Academy of Nurse Practitioners
- American Nurses Association
- NH Nurse Practitioners Association



NEW HAMPSHIRE  
**Online Licensing**

**Person Information**

Name: MINDY TERESA DUBE

**License Information**

Specialty: Family Nurse Practitioner Specialty Expiration Date: 9/12/2019

License No: 058409-23 Profession: Nursing License Type: APRN  
License Status: Active Issue Date: 10/10/2014 Expiration Date: 8/21/2016

All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

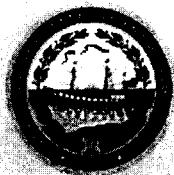
**Discipline Information**

No Discipline Information

**Board Action**

No Related Documents

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



# NEW HAMPSHIRE Online Licensing

**IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.**

Person's Information

Name: MINDY TERESA DUBE

License Information

License No: 058409-21 Profession: Nursing License Type: Registered Nurse  
License Status: Active Issue Date: 8/9/2007 Expiration Date: 8/21/2016  
Multi-State License Status: COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

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

Subject: State Loan Repayment Program


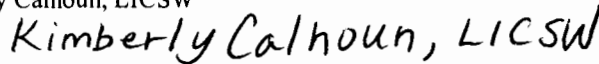

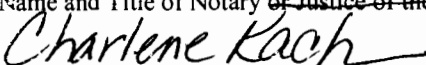
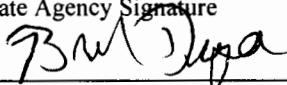
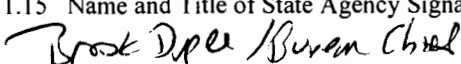
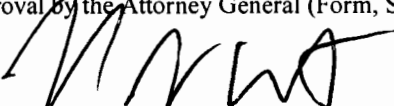
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Kimberly Calhoun, LICSW		1.4 Contractor Address 401 Cyprus Street Manchester, NH 03103	
1.5 Contractor Phone Number 603 668-4111	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kimberly Calhoun, LICSW 	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11/4/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory 	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.





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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Kimberly Calhoun, LICSW (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



Exhibit C

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials KTC

Date 11/4/15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.

KTC

11/4/15



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/15  
Date

Kimberly Calhoun  
Name:  
Title: Kimberly Calhoun, LICSW



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

KTC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

11/4/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/15  
Date

Kimberly Calhoun  
Name:  
Title: Kimberly Calhoun, LICSW

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

KTC

Date

11/4/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/15  
Date

Kimberly Calhoun  
Name:  
Title: Kimberly Calhoun, LICSW



Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Contractor Initials KTC

Date 11/4/15



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials

KTC

Date

11/4/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2015

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 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 CGI Business Insurance PO Box 1260  North Hampton NH 03862	CONTACT NAME: Mark Harvie,	
	PHONE (A/C No. Ext): (603) 232-9306	FAX (A/C No.):
E-MAIL ADDRESS: mharvie@cgbenefitsgroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Company		23850
INSURER B: AIM Mutual Insurance Company		33758
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

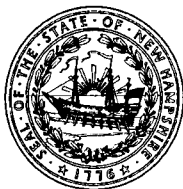
COVERAGES CERTIFICATE NUMBER: 15/16 First Revision REVISION NUMBER:

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PEPK1310483	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liability					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY		PEPK1310483	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	PEBUB493663	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ECC60040000298-2015A	9/12/2015	9/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N				E L DISEASE - EA EMPLOYEE \$ 500,000
		N/A				E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
\*\*Supplemental Names\*\* Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
This Certificate is issue for insured operations usual to Mantal Health Services. RE: Kimberly Calhoun, LICSW

CERTIFICATE HOLDER  NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Edward Young/MRH



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Kimberly Calhoun, LICSW, Contractor, The Mental Health Center of Greater Manchester, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Kimberly Calhoun, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by The Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at The Mental Health Center of Greater Manchester, 1555 Elm Street, Manchester, NH 03104 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in a medically underserved area. The geographic area to be served is in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000 of providing services obligated under this contract.
  - b. Second payment of \$5,000 of providing services obligated under this contract.
  - c. Third payment of \$5,000 of providing services obligated under this contract.
  - d. Fourth payment of \$5,000 of providing services obligated under this contract.
  - e. Fifth payment of \$3,750 of providing services obligated under this contract.
  - f. Sixth payment of \$3,750 of providing services obligated under this contract.
  - g. Seventh payment of \$3,750 of providing services obligated under this contract.
  - h. Eighth payment of \$3,750 of providing services obligated under this contract.
  - i. Ninth payment of \$2,500 of providing services obligated under the contract.
  - j. Tenth payment of \$2,500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

*Lisa Descheneau for (VP of Administration)*

William Rider 11/4/15  
Date  
William Rider, CEO  
The Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this 5 day of November, 2015.

SEAL  
ROBIN M. SOUSA  
Notary Public - New Hampshire  
My Commission Expires September 28, 2016

Robin Sousa  
Notary Public

Kimberly Calhoun, LICSW 11/5/15  
Date  
Kimberly Calhoun, LICSW  
The Mental Health Center of Greater Manchester

Alisa Druzba 11/12/15  
Date  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

# Kimberly T. Calhoun, LICSW

## EDUCATION

- 2011- Candidate, Ph.D. in Social Work from **Smith College**, Northampton, Massachusetts. Course work completed in July 2013.
- 1996 Master of Social Work from the **University of Tennessee**, Nashville, Tennessee.
- 1987 Bachelor of Arts in English from **Goucher College**, Towson, Maryland.

## PROFESSIONAL EXPERIENCE

- 2013 – present **Mental Health Center of Greater Manchester**, Manchester, NH  
Clinical Social Worker
- 2010 – 2013 **Manchester School District**, Manchester, NH  
District Social Worker
- 2005 – 2010 **Manchester School District**, Manchester, NH  
Refugee Social Worker
- 2002 – 2005 **Manchester School District**, Manchester, NH  
School Social Worker
- 1999 – 2001 **Ursuline Services**, Pittsburgh, Pennsylvania  
Senior Care Specialist
- 1996 – 1998 **Catholic Charities Refugee Resettlement Program**, Nashville, Tennessee  
Program Coordinator

## PROFESSIONAL TRAINING

- 2008 **Boston University School of Social Work**, Boston, Massachusetts

Completed certificate program in the assessment and treatment of psychological trauma

2007

**Boston University School of Social Work**, Boston, Massachusetts

Completed professional certificate program in social work with refugees and immigrants

#### **CONTINUING EDUCATION**

2014, 2013

**The Mental Health Center of Greater Manchester**, Manchester, New Hampshire

“Dialectical Behavioral Therapy,” “Stages of Change,” and “Motivational Interviewing,” “Cognitive Behavioral Therapy”

2011

**Sanville Institute**, Los Angeles, California

“Annual Winter Convocation in Group Dynamics”

2010, 2009

**National Partnership for Community Training, Gulf Coast Jewish Family Services**, Clearwater, Florida

“Building Community Awareness and Consideration for Clinicians: Responding to the Torture Survivor Experience”

2008

**Plymouth State University Department of Social Work**, Plymouth, New Hampshire

“Strategies To Enhance BSW Learning in Field Agencies”

2008

**United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration**, Rockville, Maryland

“The American Experience: A National Summit To Promote the Well-Being of Arab and Muslim Youth”

2007, 1998, 1997

**United States Department of Health and Human Services**, Office of Refugee Resettlement, Washington, D.C.

“National Refugee Program Consultation”

2005, 2004

**University of New Hampshire, Department of Social Work**, Durham, New Hampshire

“The Process of Supervision”

2003

**Boston University School of Social Work**, Boston, Massachusetts

"Aiding recovery for refugee survivors of trauma"

#### **ACADEMIC APPOINTMENT**

2012-2013                    **Lecturer, Department of Sociology, St. Anselm College, Goffstown, New Hampshire**  
Taught "Introduction to Social Services" course to undergraduates

#### **LICENSURE and CERTIFICATION**

2009-                         Licensed Clinical Social Worker, New Hampshire, #1545

2002-2014                    Experienced Educator/Social Worker Certification, New Hampshire

#### **AWARDS and RECOGNITIONS**

2008                         **University System of New Hampshire, Concord, New Hampshire**  
"Campus Compact for New Hampshire/Presidents' Community Partner Award"

2007                         **New Hampshire Department of Health and Human Services, Office of Minority Health, Concord, New Hampshire**  
"Women's Health Recognition Award"

2005                         **Greater Manchester Chamber of Commerce, Manchester, New Hampshire**  
"Excellence in Education Award"

1996                         **National Social Work Honor Society**

#### **PUBLICATIONS**

2013                         "Being Culturally Responsive," The Rap Sheet, a publication of the New Hampshire Disability Right Center (spring edition)

2007                         "Somalia to Manchester," "Liberia to Manchester," "Central Africa to Manchester," a DVD series, designed in partnership with The NH Minority Health Coalition,



to build awareness and sensitivity about student immigrant experiences

2006 "Getting To Know Manchester's Refugees is a Joy,"  
Manchester Union Leader op-ed

### **BOARDS and COMMITTEES**

2014 – present	<b>Mental Health Center Greater Manchester Diversity Plus</b> Committee, Manchester, New Hampshire
2010 – 2013	<b>Gethsemane Lutheran Church Council</b> , Manchester, New Hampshire
2010 – 2013	<b>Mayor's Task Force for Refugee and Immigrant Integration</b> , Manchester, New Hampshire
2007 – 2009	<b>PeopleFest Organizing Committee</b> , Manchester, New Hampshire
2007 – 2011	<b>Woman for Woman Coalition</b> , Manchester, New Hampshire
2006 – 2009	<b>Somali Development Center</b> , Manchester, New Hampshire

State of New Hampshire  
BOARD OF MENTAL HEALTH PRACTICE



KIMBERLY T CALHOUN, MSW

LICENSED  
INDEPENDENT CLINICAL SOCIAL WORKER

LICENSE # 1545 EXPIRES 09/21/2016

KIMBERLY T CALHOUN, MSW  
MENTAL HEALTH CENTER OF  
GREATER MANCHESTER  
NORTH END COUNSELING  
9 BLODGET STREET  
MANCHESTER NH 03104

Subject: State Loan Repayment Program


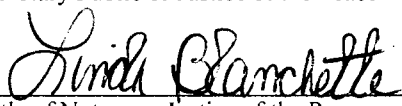
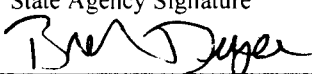
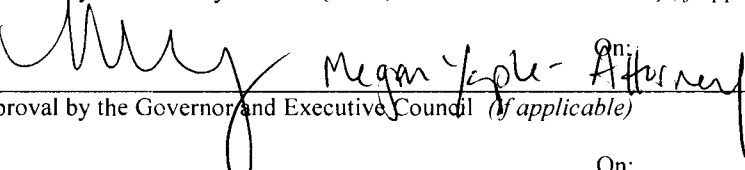
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Holly Ramsey, PA-C		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-2040	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Holly Ramsey, PA-C	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cook</u> On <u>11/6/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		<b>LINDA BLANCHETTE</b> , Notary Public My Commission Expires September 18, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Linda Blanchette, Notary Public			
1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory Brook Dipee / Bureau CM		
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan Yepko - Attorney On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials HB/C  
Date 11/6/15



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Holly Ramsey, PA-C (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.





## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

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## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials HBK

Date 11/6/15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

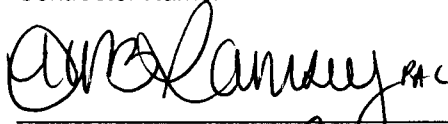
**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

  
Name: Holly B Ranksey  
Title: PA-C

11/16/15  
Date



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials HBK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

11/6/15  
Date

Contractor Name:

Holly B Ramsey PA-C

Name: Holly B Ramsey  
Title: PA-C

Exhibit G

Contractor Initials HBR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/6/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Name: Holly B Ramsey  
Title: PA-C

11/6/15  
Date



Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials HBR

Date 11/6/15



Exhibit J

---

**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials HBR

Date 11/6/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2015

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 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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Vaudreuil <b>PHONE (A/C No. Ext):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vvaudreuil@crossagency.com															
<b>INSURED</b> Coos County Family Health Services 133 Pleasant Street  Berlin NH 03570-2006		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B MEMIC Indemnity Company</td> <td>11030</td> </tr> <tr> <td>INSURER C Philadelphia Ins Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B MEMIC Indemnity Company	11030	INSURER C Philadelphia Ins Co		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**

CERTIFICATE NUMBER: 15-16 All lines

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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1359261	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1359261	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB505702	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	3102802240 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Employee Dishonesty</b>		PHSD1056070	7/1/2015	7/1/2016	Limit \$1,000,000

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

The certificate holder is included as additional insured with respects to the CGL as per written contract.

**CERTIFICATE HOLDER**

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
Jill Charnley/JSC

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# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Holly Ramsey, PA, Contractor, Coos County Family Health Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Holly Ramsey, PA, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (hereafter referred to as the Employer), and is working full-time at Coos County Family Health Services, 133 Pleasant Street, Berlin, NH 03570 (hereafter referred as the Practice Site).
2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Coos County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

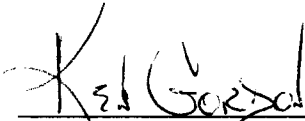
## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000 of providing services obligated under this contract.
  - b. Second payment of \$5,000 of providing services obligated under this contract.
  - c. Third payment of \$5,000 of providing services obligated under this contract.
  - d. Fourth payment of \$5,000 of providing services obligated under this contract.
  - e. Fifth payment of \$3,750 of providing services obligated under this contract.
  - f. Sixth payment of \$3,750 of providing services obligated under this contract.
  - g. Seventh payment of \$3,750 of providing services obligated under this contract.
  - h. Eighth payment of \$3,750 of providing services obligated under this contract.
  - i. Ninth payment of \$2,500 of providing services obligated under the contract.
  - j. Tenth payment of \$2,500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

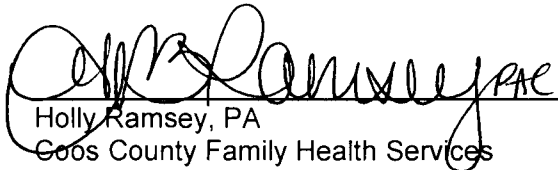
  
\_\_\_\_\_  
Ken Gordon, CEO  
Coos County Family Health Services  
11/6/15  
Date

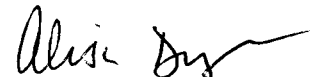
Subscribed and sworn to before me, this 6<sup>th</sup> day of November, 2015.

SEAL

LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Holly Ramsey, PA  
Coos County Family Health Services  
11/6/15  
Date

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section  
11/12/15  
Date

# Holly B. Ramsey, PA-C

(603) 752-2040

## Education

Massachusetts College of Pharmacy and Health Sciences; Worcester, MA  
Masters of Physician Assistant Studies *December 2010*

Saint Anselm College; Manchester, NH  
B.A. Biology - Cum Laude *May 2008*

## Experience

Coos County Family Health Services; Berlin, NH  
Physician Assistant *November 2014 - Present*

Responsibilities: Effectively manage acute and chronic conditions in an outpatient setting. Perform basic, office-based procedures. Collaborate with peers to improve patients' overall well-being and establish their medical home.

Northern Counties Health Care, Island Pond Health Center; Island Pond, VT  
Physician Assistant *April 2011 - October 2014*

Responsibilities: Manage patient panels, effectively assess, diagnose and treat chronic and acute medical conditions in a primary/acute care setting. Perform basic, office-based procedures, including, but not limited to; suturing, skin biopsies, and joint injections.

## Volunteer Experience

Errol Rescue Squad  
Emergency Medical Technician-Basic *Summer 2004 - Winter 2008*

## Licensure/Certificates/Memberships

Physician Assistance License, State of NH #1053 exp: 12/31/2015

DEA Registration #MH2361981

Basic Life Support (BLS)

Advanced Life Support (ACLS)

NCCPA Certified

NRCME National Registry #2728913898

**\*\*References Available Upon Request\*\***

Change of address must be reported to:  
New Hampshire State Board of Medicine  
121 South Fruit Street, Suite 301  
Concord, NH 03301

*State of New Hampshire*  
BOARD OF MEDICINE

HOLLY B RAMSEY, PA

License #: 1053

Issued: 10/1/2014

Is entitled to practice for the year ending  
12/31/2015

HOLLY B RAMSEY, PA



Change of Address must be reported to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301

*State of New Hampshire*  
BOARD OF MEDICINE

HOLLY B RAMSEY, PA

License #: 1053

Issued: 10/1/2014

is entitled to practice for the year ending  
12/31/2016

HOLLY B RAMSEY, PA  
795 KENT ST  
BERLIN NH 03570



Subject: State Loan Repayment Program

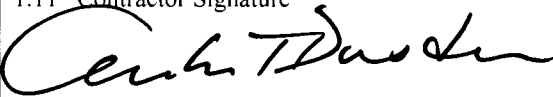




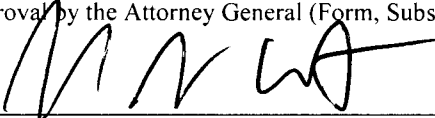
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Amanda Dustin, APRN		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-2900	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Amanda Dustin, APRN 	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>Coxsack</b> On <b>November 5, 2015</b> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; justify-content: space-between;"> <span>[Seal]</span>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="display: flex; justify-content: space-between;">  <div style="text-align: right;"> <b>LINDA BLANCHETTE, Notary Public</b>                      My Commission Expires <b>September 18, 2018</b> </div> </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Eric Borrin / Director of Contracts and Procurement Date: <b>11/15/15</b>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <b>11/25/15</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Amanda Dustin, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

*ATD*

11.5.15



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials CTD

Date 11.5.15





Exhibit E

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

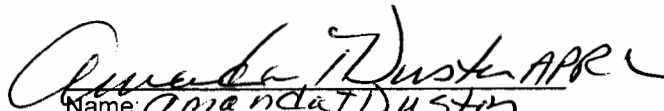
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11.5.15  
Date

  
Name: Amanda Dustin  
Title: APRN



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*(Signature)*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11.5.15  
Date

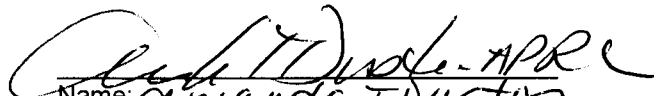
  
Name: Amanda T. Dustin  
Title: APRN

Exhibit G

Contractor Initials ATD

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11.5.15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11.5.15  
Date

M. Amanda T. Duster APRN  
Name: M. Amanda T. Duster  
Title: APRN



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials CPD

Date 11.5.15



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials (071)

Date 11.5.15





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2015

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 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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Vaudreuil <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vvaudreuil@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: Philadelphia Indemnity Ins Co	
		INSURER B MEMIC Indemnity Company	
		INSURER C Philadelphia Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 15-16 All lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1359261	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MEDEXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1359261	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motonst BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB505702	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102802240 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Employee Dishonesty</b>			PHSD1056070	7/1/2015	7/1/2016	Limit \$1,000,000

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

The certificate holder is included as additional insured with respects to the CGL as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

NH DHHS  
 129 Pleasant Street  
 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

Jill Charnley/JSC

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***Amanda Treat Dustin MSN, APRN  
Coos County Family Health Services***

**Objective: To maintain employment as a Family Nurse Practitioner and extend myself to a vibrant Rural Community with diverse healthcare needs**

**Profile:**

- Exceptional capacity to multi-task
- Skilled in working with the public/customer service
- Trained in aggressive behavior management
- Strong ability to think critically and communicate effectively in emergent situations resulting in best possible outcomes for patient
- Gifted in listening and compassion, while maintaining focus for the task at hand
- Impressive foundation of healthcare skills
- Personally motivated to continue to grow and develop professional skills and knowledge as a provider

**Professional Experience:**

**APRN, Family Health: Long Term Care Provider, Same Day Care Family Health  
Coos County Family Health Services, Berlin NH 8/13/2012- present**

Responsible for rounds at both St Vincent de Paul Rehabilitation and Nursing Center and Coos County Nursing Home in Berlin, NH. Providing recertification physicals and health care management within the APRN scope of practice in NH. This care is specific to the geriatric population and individuals in rehab and includes but is not limited to: deconditioning, strokes, trauma, Dementia, Alzheimer, Geri-psych, HTN, Diabetes, CHF, CKD, Asthma, Parkinson and all other issues involved with Advanced Age.

Family Health Provider responsible for *same day* care management of infants thru to elderly patients at Coos County Family Health Services, Page Hill Site. This care includes management of all health concerns emergent or non-emergent.

**Staff Nurse: Traumatic Brain Injury, Orthopedic Rehabilitation Nursing**

Northeast Rehabilitation Hospital, Salem NH 2009- 8/2012

Responsible for multiple patients per shift, admissions, assessment, plan of care implementation, evaluation, and documentation. Care specific to brain trauma patients, tracheotomy care, IV's, blood transfusions, wound care, medication therapies and rehab support. Gifted in the capacity as a support and an emotional encouragement for patients and their families, who may have a long road of recovery ahead of them.

**Staff Nurse: Orientation for Emergency Department PRH.**

Portsmouth Regional Hospital, Portsmouth NH *Nov 2010-Jan 2011*

Orientated to reception and care of patients in the Emergency Department. Training in ECG interpretation, and patient care in all respiratory, cardiac and other physical emergencies across the lifespan.

**Massachusetts General Hospital: Main Campus, Emergency department**

**Practicum experience/ 294 required hours**

Worked under the supervision of two preceptors, to perform comprehensive care of patients with a wide range of trauma issues and medical emergencies. Providing full assessments with accurate documentation.

**ED Tech: triage, critical care, trauma care, emergency care and in the Minor**

**Emergency Care Unit (MECU).**

Exeter Hospital, Exeter NH *2006-2009*

Highly adept at the preparation and coordination in the reception of patients, obtaining vitals, ECG's, lab draws and putting in of orders. Competent assistance of physicians and nurses with ongoing trauma, CPR, C-Arm, sutures and all forms of first aid.

**LNA: Licensed Nursing Assistant: Long Term Care Facilities**

Webster at Rye and Colonial Poplin, Rye and Fremont NH *2005-2007*

Maintained the integrity and dignity of elder residents by assisting them with their activities of daily living and recreation. Intentionally skilled at encouraging resident's independence while insuring their personal safety and supporting best health practices.

**Manager: Year Round Orchard and Farm Stand**

Mann Orchards, Methuen, MA *1995-2005*

Recognized for outstanding customer service while supervising employees, balancing registers, ordering and stocking store product, preparing creative seasonal displays and purchasing cut flowers. Established and managed a highly successful store based gourmet and fruit basket business.

**Educational Background:**

**University of New Hampshire Graduate School**

MSN, Family Nurse Practitioner, GPA 3.76

Graduation: Spring of 2012

**University of New Hampshire**

BSN 2009; GPA 3.66

University Scholar

**Northern Essex Community College**

**Honors program**

**General Education/Pre-requisites for Nursing Program**

## **Licensure and Certifications:**

**Advanced Practice Registered Nurse: Active**

**State of New Hampshire RN: Active**

**BLS Certified**

**Innovation Committee Member: Committee formed by CCFHS providers which designed to reach out to the community finding ways to encourage better health practices**

**Drug Task Force Member: Committee formed by CCFHS providers and staff to examine chronic pain issues and the use of narcotics in order to develop safer and more efficient methods of treatment resulting in the decrease of narcotic abuse and addiction in our community**

**Member of Sigma Theta Tau International/Honor Society of Nursing**



ATTACHMENT 1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4741 1-800-852-3345 Ext. 4741
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky
Acting Director

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Amanda Dustin, APRN, Contractor, Coos County Family Health Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Amanda Dustin, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (hereafter referred to as the Employer), and is working full-time at Coos County Family Health Services, 59 Page Hill Road, Berlin, NH 03570 (hereafter referred as the Practice Site).
2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Coos County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- d. Insurance:
1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - a. comprehensive 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; and
  2. The policies described in subparagraph e) Insurance 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.
  3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- e. Workers' Compensation
1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.



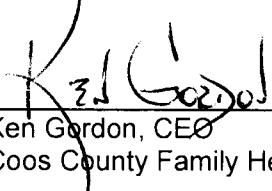
## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000 of providing services obligated under this contract.
  - b. Second payment of \$5,000 of providing services obligated under this contract.
  - c. Third payment of \$5,000 of providing services obligated under this contract.
  - d. Fourth payment of \$5,000 of providing services obligated under this contract.
  - e. Fifth payment of \$3,750 of providing services obligated under this contract.
  - f. Sixth payment of \$3,750 of providing services obligated under this contract.
  - g. Seventh payment of \$3,750 of providing services obligated under this contract.
  - h. Eighth payment of \$3,750 of providing services obligated under this contract.
  - i. Ninth payment of \$2,500 of providing services obligated under the contract.
  - j. Tenth payment of \$2,500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

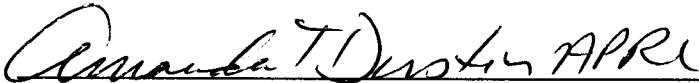
  
\_\_\_\_\_  
Ken Gordon, CEO  
Coos County Family Health Services

11/5/15  
Date


Subscribed and sworn to before me, this 5<sup>th</sup> day of November, 2015.

SEAL  
LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018

  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Amanda Dustin, APRN  
Coos County Family Health Services

11.5.15  
Date

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

11/12/15  
Date



# NEW HAMPSHIRE Online Licensing

Name: AMANDA T DUSTIN

Specialty: Family Nurse  
Practitioner

Specialty Expiration Date: 6/30/2017

License No: 061461-23 Profession: Nursing License Type: APRN  
License Status: Active Issue Date: 8/8/2012 Expiration Date: 6/19/2017

All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

#### Discipline Information

No Discipline Information

#### Board Action

No Related Documents

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



# NEW HAMPSHIRE Online Licensing

**IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.**

**Name:** AMANDA T DUSTIN

**License No:** 061461-21 **Profession:** Nursing **License Type:** Registered Nurse  
**License Status:** Active **Issue Date:** 7/21/2009 **Expiration Date:** 6/19/2017  
**Multi-State License Status:** COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

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

Subject: State Loan Repayment Program


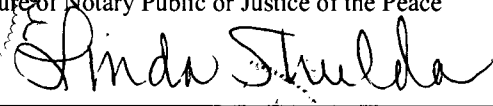
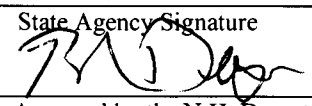
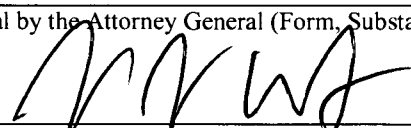
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Melissa Buddensee, MD		1.4 Contractor Address 25 Mount Eustis Road Littleton, NH 03561	
1.5 Contractor Phone Number 603 823-7078	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$54,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Melissa Buddensee, MD	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>GRAFTON</u> On <u>Nov 5, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace LINDA SHULDA, Notary Public My Commission Expires December 20, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupre / Bureau Chief Date: <u>11/13/15</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.





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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Melissa Buddensee, MD (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

MS

11/5/2015



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

MB

11/15/2015



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

ME

11/5/2015



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

11/5/2015



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials WST

Date 11/5/2015



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.

MP

11/5/2015



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/5/2015  
Date

  
Name: Melissa Burdette  
Title: MO

MB



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/5/2015

Date

Name: MELISSA BUDDENSEE  
Title: MD

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/5/2015  
Date


  
Name: MEUSA SWENSEN  
Title: MD



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials MB

Date 11/5/2015



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials

WJ



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2015

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 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).

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Patrocoa Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (603) 293-7188
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ammonoosuc Community Health Services 25 Mount Eustis Road Littleton NH 03561	<b>INSURER A:</b> Hanover Insurance Company <b>NAIC #</b> 22292	
	<b>INSURER B:</b> Citizens Insurance Company of <b>NAIC #</b> 31534	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2015      **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
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OBV9707763-05	10/4/2015	10/4/2016	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						Hired & Nonowned Auto \$ Included
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS \$					EACH OCCURRENCE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WBVA353429-01	7/10/2015	7/10/2016	PER STATUTE    OTH-ER
						E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

<b>CERTIFICATE HOLDER</b> baversa@dhhs.state.nh.us  NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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  Pat Mack/FAIRLE <i>Pat Mack</i>
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# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Melissa Buddensee, MD, Contractor, Ammonoosuc Community Health Services, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Melissa Buddensee, MD, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Ammonoosuc Community Health Services, 25 Mount Eustic Road, Littleton, NH 03261 (hereafter referred to as the Employer), and is working full-time at Ammonoosuc Community Health Services, 155 Main Street, Franconia, NH 03580 (hereafter referred to as the Practice Site).
2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Grafton County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$54,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.


11/9/15

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$6,480 of providing services obligated under this contract.
  - b. Second payment of \$6,480 of providing services obligated under this contract.
  - c. Third payment of \$6,480 of providing services obligated under this contract.
  - d. Fourth payment of \$6,480 of providing services obligated under this contract.
  - e. Fifth payment of \$4,320 of providing services obligated under this contract.
  - f. Sixth payment of \$4,320 of providing services obligated under this contract.
  - g. Seventh payment of \$4,320 of providing services obligated under this contract.
  - h. Eighth payment of \$4,320 of providing services obligated under this contract.
  - i. Ninth payment of \$2,700 of providing services obligated under the contract.
  - j. Tenth payment of \$2,700 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,700 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,700 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Edward D. Shanshala II 11/6/2015  
Edward D. Shanshala II, CEO Date  
Ammonoosuc Community Health Services

Subscribed and sworn to before me, this 6th day of November, 2015.

SEAL

CAROL A. HEMENWAY, Notary Public  
My Commission Expires November 17, 2015

Carol A. Hemenway  
Notary Public  
11/5/2015

Melissa Buddensee  
Melissa Buddensee, MD Date  
Ammonoosuc Community Health Services

Alisa Druzba 11/2/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

# Melissa Mihelidakis Buddensee, MD

## EDUCATION AND TRAINING

**University of Massachusetts Medical School** Worcester, MA  
*Doctor of Medicine* 8/2004 – 6/2009  
Leadership roles: Rural Health Scholar, Oath Committee Member, Physical Diagnosis Instructor

**Massachusetts Institute of Technology** Cambridge, MA  
*Bachelor of Science in Biology* 9/2000 – 6/2004  
Honors: nominated to Sigma Xi honor society for excellence in academics and research  
Leadership roles: Biology Undergraduate Tutor, High School Studies Program Instructor

## RESIDENCY

**New Hampshire-Dartmouth Family Medicine Residency** Concord, NH  
6/2009 – 9/2012  
Concord Hospital is a 295-bed community hospital in New Hampshire's capital city. As a senior resident, I supervised adult medical and pediatric wards, and assisted with care of intensive care and surgical patients. Duties also included supervision of junior residents and medical students. As Chair of the Didactics Committee, I developed and implemented a formal teaching curriculum for the residency.

## PROFESSIONAL EXPERIENCE

**Ammonoosuc Community Health Services** Franconia, NH  
9/2015 –  
Full-spectrum family medicine position at a rural federally qualified health center in the White Mountains. Duties include ambulatory care for patients of all ages regardless of ability to pay; quality improvement initiatives; outpatient call and hospital admissions. Sole physician working with an NP and a PA.

**Elliot Family Medicine at Amherst** Amherst, NH  
10/2012 – Present  
Full-spectrum family medicine position working with 2 other physicians in a small-town hospital-owned practice. The majority of time is spent in outpatient primary care for men, women and children. Duties also include adult hospitalist rotations, newborn call, some obstetrics, and supervision of medical students.

## RESEARCH, PUBLICATIONS AND PRESENTATIONS

Buddensee, M. "Developmental Delay: Beyond Screening." Concord Hospital Grand Rounds, Concord, NH. December 2011.

Buddensee, M. "Medical Issues on the Appalachian Trail." University of Massachusetts Medical School Rural Health Scholars Educational Session, Worcester, MA. April, 2009.

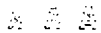
Mihelidakis, M. "The Subcellular Localization of Synaptotagmin I and VII in Schneider 2 Cells." *MIT Biology Undergraduate Journal*. 2004 Jan; 7(1): 76-78.

**BOARD CERTIFICATION** American Board of Family Medicine, 2012 – Present

**LICENSURE** New Hampshire, 2012 – Present

**PROFESSIONAL MEMBERSHIPS** American Academy of Family Physicians, 2009 – Present

**ACADEMIC APPOINTMENTS** Geisel School of Medicine at Dartmouth, Hanover, NH  
Adjunct Clinical Professor, 2013 – Present



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## Physician Last Name Match Results

### Physicians

License Number: 15562  
License Date: 3/7/2012  
Name: BUDDENSEE, MELISSA M. MD  
Address: AMMONOOSUC COMMUNITY HEALTH SRVCS, 155 MAIN ST, FRANCONIA, NH 03580  
Phone: 603-444-8221  
Specialty: FP  
Board Certified: FP  
School and Year of Graduation: UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL 2009  
Internship and Year: CONCORD HOSPITAL - CONCORD, NH 2010  
Residency and Year: CONCORD HOSPITAL - CONCORD, NH 2012  
License Expiration Date: 6/30/2016

Subject: State Loan Repayment Program

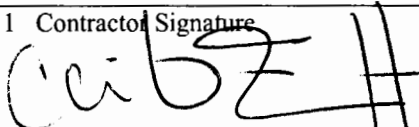

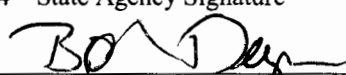
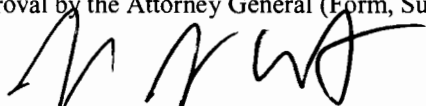
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Clint Emmett, PNS, PMHNP-BC		1.4 Contractor Address 54 Willow Street Berlin, NH 03570	
1.5 Contractor Phone Number 603 752-2040	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Clint Emmett, PNS, PMHNP-BC	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Cococ</u>  On <u>November 5, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Linda Blanchette, Notary Public</u> LINDA BLANCHETTE, Notary Public My Commission Expires September 18, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Brook Dyce / Bureau chief</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.**

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Clint Emmett, PNS, PMHNP-BC (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



Exhibit C

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

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## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. **Extension:**

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.





Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials CF

Date 11/5/15



**Exhibit E**

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/5/2015  
Date

Clint Emmett  
Name: Clint Emmett  
Title: PMHNP, APRN



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

OE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/5/15



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/5/2015  
Date

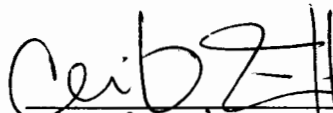
  
Name: Clint Emmett  
Title: PM AND, APEN

Exhibit G

Contractor Initials CE

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/5/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/5/2015  
Date

CE  
Name: Clint Emmett  
Title: PMHNP, APRN



**Exhibit I**

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials CE

Date 11/5/2015





Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials CE

Date 11/5/2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/2/2015

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 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).

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Vivian Vaudreuil <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> vvaudreuil@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: Philadelphia Indemnity Ins Co      18058	
<b>INSURED</b> Coos County Family Health Services 133 Pleasant Street  Berlin NH 03570-2006		INSURER B: MEMIC Indemnity Company      11030	
		INSURER C: Philadelphia Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** 15-16 All lines      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1359261	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1359261	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB505702	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102802240 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>Employee Dishonesty</b>			PHSD1056070	7/1/2015	7/1/2016	Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
The certificate holder is included as additional insured with respects to the CGL as per written contract.

**CERTIFICATE HOLDER**

NH DHHS  
129 Pleasant Street  
Concord, NH 03301

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  
  
AUTHORIZED REPRESENTATIVE  
Jill Charnley/JSC



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Clint Emmett, PNS, PMHNP-BC, Contractor, Coos County Family Health Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Clint Emmett, PNS, PMHNP-BC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570 (hereafter referred to as the Employer), and is working full-time at Coos County Family Health Services, 133 Pleasant Street, Berlin, NH 03570 (hereafter referred as the Practice Site).
2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Coos County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.

g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$5,000 of providing services obligated under this contract.
  - b. Second payment of \$5,000 of providing services obligated under this contract.
  - c. Third payment of \$5,000 of providing services obligated under this contract.
  - d. Fourth payment of \$5,000 of providing services obligated under this contract.
  - e. Fifth payment of \$3,750 of providing services obligated under this contract.
  - f. Sixth payment of \$3,750 of providing services obligated under this contract.
  - g. Seventh payment of \$3,750 of providing services obligated under this contract.
  - h. Eighth payment of \$3,750 of providing services obligated under this contract.
  - i. Ninth payment of \$2,500 of providing services obligated under the contract.
  - j. Tenth payment of \$2,500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

*Ken Gordon*

Ken Gordon, CEO  
Coos County Family Health Services

*10/5/15*

Date

Subscribed and sworn to before me, this 5<sup>th</sup> day of November, 2015.

SEAL

*Linda Blanchette*

Notary Public

LINDA BLANCHETTE, Notary Public  
My Commission Expires September 18, 2018

*Clint Emmett*

Clint Emmett, PNS, PMHNP-BC  
Coos County Family Health Services

*11/5/2015*

Date

*Alisa Druzba*

Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

*11/13/15*

Date



# **CLINT EMMETT, APRN, PMHNP-BC**

COOS COUNTY FAMILY HEALTH SERVICES

[www.coosfamilyhealth.org](http://www.coosfamilyhealth.org)

## **EDUCATION**

### **Midwestern State University, Wichita Falls, TX**

**2012-2014** PMHNP Post-Masters Certificate

- Post-Masters Certificate program in Family Psychiatric-Mental Health nursing. Allow for student to obtain clinical hours, experience, and course work to sit for boards with the ANCC and become credentialed as a PMHNP-BC. Certification awarded September, 2014.

### **Walden University, Minneapolis, MN**

**2009-2012** Masters of Science- Nursing Leadership & Management

- RN to Masters Degree program focusing on the development of Nurse Leaders and Managers. Courses in community health, population focused care, business in healthcare, and personnel management completed to further the nursing profession through empowered and knowledgeable leaders.

### **Laramie County Community College, Cheyenne, WY**

**2004-2006** Associates of Applied Science- Nursing

- Entry-level nursing program focusing on clinical skills, theoretical knowledge, and supervised practice. Completion enabled graduate to sit for national and state licensure as a Registered Nurse (RN).

## **EXPERIENCE**

### **Coos County Family Health Services | Berlin, NH**

**APRN/PMHNP-BC** October, 2014 – current

Responsible for the assessment and treatment of clients in relation to mental health disorders. Referrals from other providers, outside agencies, and other programs processed and assessed. Responsible for safe prescribing and medication management as it relates to patient care. Interpretation of laboratory values, medication values, assessment data, and patient contact necessary to ensure quality outcomes. Frequent face-to-face interaction with clients and family members to assess, diagnose, treat, and manage a variety of mental health disorders in an outpatient setting.

## SKILLS

- Psychiatric Assessment
- Mental status examinations
- Medication Prescribing
- Laboratory interpretation
- Documentation and communication of patient reports
- Collaboration with other providers and outside agencies

### **Heritage Schools, Inc. | Provo, UT**

*RN- Lead Nurse Case Manager Jan. 2010 – Jun. 2014*

Lead nurse case manager responsible for collaboration and synthesization between clients, treatment teams, and outside agencies as it related to physical and mental health care of adolescents between the ages of 12 and 17. Responsible for the supervision and leadership of the Nurse Case Manager department to complete quarterly reviews of patient charts, weekly treatment team attendance, and monthly client interviews. Responsible for day-to-day operations in the nursing department, physical assessment of students, assistance to MDs and NPs in relation to care, and collaboration with residential and counseling staff required.

## SKILLS

- Physical Assessment
- Acute mental health assessment
- Collaboration
- Documentation
- Teaching and mentoring of ancillary and support staff
- Medication management and assessment

### **Utah Valley Regional Hospital | Provo, UT**

*RN- Level III NICU Oct. 2009 – Jan. 2010*

Working with Level III and Level II infants in the NICU to provide medical, nutritional, and developmentally appropriate care. Responsible for the safe, efficient, and effective care of neonates with life-threatening ailments including seizures, prematurity, brain injuries, and respiratory compromise. Includes nutritional, physical, and medication management.

## SKILLS

- Physical Assessment
- Collaboration with physicians, NPs, and therapists
- Documentation
- Developmental Assessment
- Nutritional Monitoring

### **Cheyenne Regional Medical Center | Cheyenne, WY**

*RN- Special Care Nursery Jun. 2006 – Sept. 2009*

Provided safe and developmentally appropriate care based on best evidence to newborn infants within the special care nursery. Responsible for attendance at both vaginal and caesarian deliveries as the primary care provider for the neonate in both emergent and non-emergent situations. Work collaboratively with other providers, nurses, therapists, and transport teams to plan, implement, and evaluate neonatal care. Frequent collaborating with respiratory therapy, general practitioners, obstetricians, and other providers to ensure compliance with clinical competency and standards.

### **SKILLS**

- Physical assessment
- Developmental assessment
- Collaboration with physicians and other providers/teams
- Documentation
- Nutritional Monitoring
- NRP instructor while employed

### **Cheyenne Regional Medical Center | Cheyenne, WY**

*LPN- Women and Children's Services Jun. 2005 – Jun. 2006*

Provided safe and effective patient care to postpartum couplets. Also provided care to pediatric patients under the supervision of the Charge Nurse or other RN. Worked under direct supervision of RN to implement care plans and patient education as assigned.

### **SKILLS**

- Physical assessment
- Collaboration with RN and other health care providers
- Education as assigned
- Observation and report of patient status and care plan outcomes



# Online Licensing

Name: CLINT R EMMETT

Specialty: Psychiatric/Mental Health NP Specialty Expiration Date: 9/21/2019

License No: 070608-23 Profession: Nursing License Type: APRN  
License Status: Active Issue Date: 9/24/2014 Expiration Date: 6/26/2016

All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Related Documents

No Related Documents

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



# Online Licensing

IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.

Name: CLINT R EMMETT

License No: 070608-21 Profession: Nursing License Type: Registered Nurse  
License Status: Active Issue Date: 11/17/2014 Expiration Date: 6/26/2016  
Multi-State License Status: COMPACT

No Discipline Information

No Related Documents

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

Subject: State Loan Repayment Program

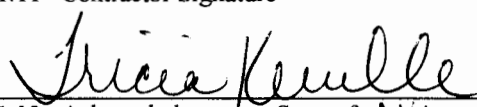

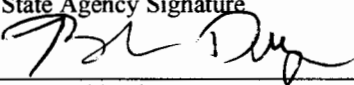
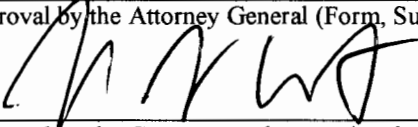
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tricia Keville, APRN		1.4 Contractor Address 80 Highland Street Laconia, NH 03246	
1.5 Contractor Phone Number 603 527-2896	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$20,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Tricia Keville, APRN	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Bellows Falls</u> On <u>11/4/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		 my commission expires: <u>3/25/2020</u>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>11/13/15</u>		1.15 Name and Title of State Agency Signatory Brook Dyer / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials JK  
Date 11/3/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials   
Date 11/3/15



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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Tricia Keville, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

*JK*

*11/3/15*



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

*JM*

*11/3/15*



**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

*JK*  
11/3/15



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

*JH*

11/3/15



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

*JM*

11/3/15



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials JK

Date 11/3/15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.

Exhibit E – Certification Regarding Lobbying

Contractor Initials JK  
Date 11/3/15





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*JM*  
11/3/15



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/3/15  
Date

Tricia Keville  
Name: Tricia Keville  
Title: APRN



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*JM*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/3/15  
Date

Tricia Keville  
Name: Tricia Keville  
Title: APRN

Exhibit G

Contractor Initials

JK

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/3/15  
Date

Tricia Keville  
Name: Tricia Keville  
Title: APRN



Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials JK

Date 11/3/15



Exhibit J

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**Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.**

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials JK

Date 11/3/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

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 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).**

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com  319078-LRG-gener-15-16	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> LRGHealthcare Attn: Mitchell Jean 80 Highland Street Laconia, NH 03246	INSURER A : Granite Shield Insurance Exchange	NAIC #
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006869994-09                      **REVISION NUMBER:** 1

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GSIE-PRIM-2015-103	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					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"/> EXCESS LIAB DED      RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				WC STATU-TORY LIMITS      OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Evidence of Coverage

**CERTIFICATE HOLDER**
 State of New Hampshire  
 Department of Health & Human Services  
 129 Pleasant Street  
 Concord, NH 03301
**CANCELLATION**

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

 AUTHORIZED REPRESENTATIVE  
 of Marsh USA Inc.

Susan Molloy

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# LRGHealthcare

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*care. compassion. community.*

November 4, 2015

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

RE: Workers' Compensation Self-Insurance

Dear Sir:

I am writing in response to a request for information on LRGHealthcare's Workers' Compensation insurance coverage. LRGHealthcare is self-insured for primary Workers' Compensation coverage by its LRGHealthcare Workers' Compensation Trust. This trust is registered with the New Hampshire Department of Labor. I have enclosed copy of the Self-Insurance Permit and a Certificate of LRGHealthcare's Excess Workers' Compensation coverage.

If you have any questions or need anything further, please contact me.

Sincerely,



Mitchell B. Jean, Esquire  
General Counsel

MBJ/jgb  
Enclosures



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF LABOR  
CONCORD, NH 03301

Richard M. Flynn  
Labor Commissioner

WORKERS' COMPENSATION  
SELF-INSURANCE PERMIT

**KNOW ALL MEN BY THESE PRESENTS:**

that Lakes Region of Laconia, New Hampshire  
General Hospital, having furnished the Labor

Commissioner satisfactory proof of financial ability to pay direct the  
benefits in the amounts, manner, and when due as provided by the Workers'  
Compensation Law, Revised Statutes Annotated, Chapter 281-A, as amended,  
is hereby granted this permit pursuant to RSA 281-A:9, II and 52.

This permit shall remain in effect indefinitely or until revoked by  
said Commissioner or until the employer ceases to be self-insured,  
whereupon it shall be promptly surrendered to the said Commissioner.

This permit is granted on this 26th day of November  
A.D. 19 92 .

By power granted me by law

Labor Commissioner



# CERTIFICATE OF LIABILITY INSURANCE

LRGHEAL-01

SPARKSJO

DATE (MM/DD/YYYY)

2/6/2015

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 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).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(877) 945-7378</b>		FAX (A/C, No): <b>(888) 467-2378</b>	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b>  LRGHealthcare 80 Highland Street Laconia, NH 03246	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A : Safety National Casualty Corporation</b>		<b>15105</b>	
	<b>INSURER B :</b>			
	<b>INSURER C :</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
<b>INSURER F :</b>				

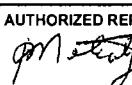
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Excess Liability</b>			<b>AGC4052461</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	<b>See Attached</b>

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street 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 
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## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Excess Workers Compensation</b> <b>CARRIER: Safety National Casualty Corporation</b> <b>POLICY TERM: 01/01/2015-01/01/2016</b> <b>POLICY NUMBER: AGC4052461</b>	<b>Self-Insured Retention Per Occurrence: \$500,000</b> <b>Maximum Limit of Indemnity Per Occurrence:</b> <b>Statutory</b> <b>Employers' Liability Maximum Limit of Indemnity</b> <b>Per Occurrence &amp; Aggregate: \$1,000,000</b>



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Tricia Keville, APRN, Contractor, LRGHealthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

state loan repayment contributions for Tricia Keville, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred as the Practice Site).

2. The Practice Site is located in a Medically Underserved Area/Population. The geographic area to be served is in Belknap County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$20,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$20,000. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.
- d. Insurance:

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - a. comprehensive 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; and
  2. The policies described in subparagraph e) Insurance 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.
  3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- e. Workers' Compensation
1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and
- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
  - k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
  - l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
  - m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
  - n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
  - o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
  - p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.
7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,220 of providing services obligated under this contract.



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- b. Second payment of \$2,220 of providing services obligated under this contract.
  - c. Third payment of \$2,220 of providing services obligated under this contract
  - d. Fourth payment of \$2,220 of providing services obligated under this contract.
  - e. Fifth payment of \$1,660 of providing services obligated under this contract.
  - f. Sixth payment of \$1,660 of providing services obligated under this contract.
  - g. Seventh payment of \$1,660 of providing services obligated under this contract.
  - h. Eighth payment of \$1,660 of providing services obligated under this contract.
  - i. Ninth payment of \$1,120 of providing services obligated under the contract.
  - j. Tenth payment of \$1,120 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,120 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,120 of providing services obligated under the contract.
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,220 of providing services obligated under this contract.
  - b. Second payment of \$2,220 of providing services obligated under this contract.
  - c. Third payment of \$2,220 of providing services obligated under this contract
  - d. Fourth payment of \$2,220 of providing services obligated under this contract.
  - e. Fifth payment of \$1,660 of providing services obligated under this contract.
  - f. Sixth payment of \$1,660 of providing services obligated under this contract.
  - g. Seventh payment of \$1,660 of providing services obligated under this contract.
  - h. Eighth payment of \$1,660 of providing services obligated under this contract.
  - i. Ninth payment of \$1,120 of providing services obligated under the contract.
  - j. Tenth payment of \$1,120 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,120 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,120 of providing services obligated under the contract.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

*Cass Walker* 11-4-15  
Cass Walker, VP Administrative & Support Services Date  
LRGHealthcare

Subscribed and sworn to before me, this 4<sup>th</sup> day of November, 2015.

SEAL

*Jimmy A. Beaudet*  
Notary Public my Commission expires:  
3/25/2020

*Tricia Keville* 11/4/15  
Tricia Keville, APRN Date  
LRGHealthcare

*Alisa Druzba* 11/12/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

## Summary of Qualifications

- Dedicated Family Nurse Practitioner with twenty-two years of RN experience
- Committed to clinical excellence, being a team player and providing the best care for patients and their families.
- Flexible, quick learner who adapts easily to new situations and enjoys a challenge.
- Strong communication and organizational skills.
- Follow evidence-based guidelines

## Education

University of New Hampshire

Master of Science 2014 Family Nurse Practitioner program

Durham, New Hampshire

St. Anselm College

Bachelor of Science in Nursing 1992

Manchester, New Hampshire

## Credentials and Certifications

Registered Nurse- State of New Hampshire (2000)

Board Certified Family Nurse Practitioner – American Nurses Credentialing Center (2014)

BLS/ACLS/PALS certified

## Professional Experience

Family Nurse Practitioner LRGHealthcare Laconia, NH

7/2014-present

Emergency Services

- Provide comprehensive care to patients in urgent care/emergency settings
- Order and interpret results of diagnostic tests such as labs, x-rays
- Educate patients on health conditions and potential risks/benefits of treatment

## RN Work History

St. Paul's School Concord, N.H.

09/2004- 05/2014

Clark House/Boarding School Health Center

Reliable Respiratory Norwood, MA

07/2009-

08/2012

Per Diem Clinician NH, MA

Camp Coniston Grantham, NH

08/2009-

08/2013

Infirmery Nurse

Concord Hospital Concord, N.H. Labor/Delivery/Recovery/Postpartum Unit	06/2002- 08/2004
Elliot Hospital Manchester, N.H. Postpartum Unit	08/2000-06/2002
Sturdy Memorial Hospital Attleboro, MA Labor/Delivery/Recovery/Postpartum Unit.	04/1999-01/2000
UMASS Medical Center Worcester, MA Oncology/Medical Unit	08/1997-04/1999
Visiting Nurse Association of Central MA Worcester, MA	10/1994-08/1997
NE Deaconess Hospital Boston, MA Oncology/Medical/ Surgical Unit	06/1992-10/1994

**Awards**

Sigma Theta Tau 2014 The Eta Iota Chapter

**Computer Skills**

EMR Centricity, Epic, Microsoft Office Suite, Internet

**TRICIA J. KEVILLE MS, APRN**  
 LRCHHealthcare 80 Highland Street Laconia, New Hampshire 03246 • 603-524-3211 •



# NEW HAMPSHIRE Online Licensing

<b>Person Information</b>	
Name: TRICIA JOAN KEVILLE	
<b>License Information</b>	
Specialty:	Family Nurse Practitioner      Specialty Expiration Date: 2/28/2016
License No: 047605-23    Profession: Nursing    License Type: APRN License Status: Active    Issue Date: 7/30/2014    Expiration Date: 2/16/2016	
All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.	
<b>Discipline Information</b>	
No Discipline Information	
<b>Board Action</b>	
No Related Documents	
Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.	

Subject: State Loan Repayment Program



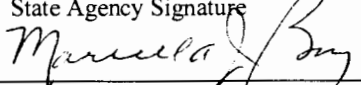
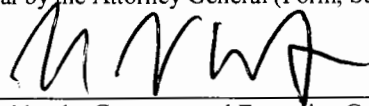
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Abigail Olden, APRN		1.4 Contractor Address 80 Highland Street Laconia, NH 03246	
1.5 Contractor Phone Number 603 279-7433	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$17,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Abigail Olden, APRN	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Belknap</u> On <u>11/13/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Devra SWINTON - Secretary BFM</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>11/17/15</u> <u>Marcella J. Bebrsky, Acting Director, DPHS</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials AO  
Date 11/13/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Abigail Olden, APRN (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

AO

11/13/15



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

AO  
11/13/15



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

AO  
11/13/15



Exhibit D

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**Exhibit D**-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials AD

Date 11/13/15



**Exhibit E**

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

Abigail Olden, APRN

Name:  
Title:

11/13/15  
Date

AO

11/13/15



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

AO

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/13/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

11/13/15  
Date

Contractor Name:

[Signature]  
Name: Abigail Olson, APRN  
Title:

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

AO

Date

11/13/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

11/13/15  
Date

Contractor Name:

Name:

Title:

Abigail Olson, APRN

Contractor Initials AO  
Date 11/13/15



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials AS

Date 11/13/15



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials AD

Date 11/13/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

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 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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston certrequest@marsh.com  319078-LRG-gener-15-16	<b>CONTACT NAME:</b> _____ <b>PHONE:</b> _____ <b>FAX (A/C, No):</b> _____ <b>(A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Granite Shield Insurance Exchange		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Granite Shield Insurance Exchange																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> LRGHealthcare Attn: Mitchell Jean 80 Highland Street Laconia, NH 03246																					

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006869994-09                      **REVISION NUMBER:** 1

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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GSIE-PRIM-2015-103	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 12,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			WC STATU-TORY LIMITS	OTH-ER
						E L EACH ACCIDENT	\$
						E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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# LRGHealthcare

*care. compassion. community.*

November 4, 2015

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

RE: Workers' Compensation Self-Insurance

Dear Sir:

I am writing in response to a request for information on LRGHealthcare's Workers' Compensation insurance coverage. LRGHealthcare is self-insured for primary Workers' Compensation coverage by its LRGHealthcare Workers' Compensation Trust. This trust is registered with the New Hampshire Department of Labor. I have enclosed copy of the Self-Insurance Permit and a Certificate of LRGHealthcare's Excess Workers' Compensation coverage.

If you have any questions or need anything further, please contact me.

Sincerely,



Mitchell B. Jean, Esquire  
General Counsel

MBJ/jgb  
Enclosures



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF LABOR  
CONCORD, NH 03301

Richard M. Flynn  
Labor Commissioner

WORKERS' COMPENSATION  
SELF-INSURANCE PERMIT

KNOW ALL MEN BY THESE PRESENTS:

that Lakes Region of Laconia, New Hampshire  
General Hospital, having furnished the Labor

Commissioner satisfactory proof of financial ability to pay direct the  
benefits in the amounts, manner, and when due as provided by the Workers'  
Compensation Law, Revised Statutes Annotated, Chapter 281-A, as amended,  
is hereby granted this permit pursuant to RSA 281-A:9, II and 52.

This permit shall remain in effect indefinitely or until revoked by  
said Commissioner or until the employer ceases to be self-insured,  
whereupon it shall be promptly surrendered to the said Commissioner.

This permit is granted on this 26th day of November  
A.D. 19 92.

By power granted me by law

Labor Commissioner



LRGHEAL-01 SPARKSJO

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

2/6/2015

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 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).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Safety National Casualty Corporation	<b>NAIC #</b> 15105
<b>INSURED</b>  LRGHealthcare 80 Highland Street Laconia, NH 03246	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Liability			AGC4052461	01/01/2015	01/01/2016	See Attached

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Health & Human Services 129 Pleasant Street 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 
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## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Excess Workers Compensation</b> <b>CARRIER: Safety National Casualty Corporation</b> <b>POLICY TERM: 01/01/2015-01/01/2016</b> <b>POLICY NUMBER: AGC4052461</b>	<b>Self-Insured Retention Per Occurrence: \$500,000</b> <b>Maximum Limit of Indemnity Per Occurrence:</b> <b>Statutory</b> <b>Employers' Liability Maximum Limit of Indemnity</b> <b>Per Occurrence &amp; Aggregate: \$1,000,000</b>



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Abigail Olden, APRN, Contractor, LRGHealthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

state loan repayment contributions for Abigail Olden, APRN, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at Belknap Family Health, 238 Daniel Webster Highway, Meredith, NH 03253 (hereafter referred to as the Practice Site).

2. The Practice Site is located in a Medically Underserved Area/Population. The geographic area to be served is in Belknap County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$17,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$17,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.
  - d. Insurance:

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - a. comprehensive 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; and
  2. The policies described in subparagraph e) Insurance 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.
  3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- e. Workers' Compensation
1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and
- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

AO

11/13/15

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
  - k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
  - l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
  - m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
  - n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
  - o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
  - p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.
7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,100 of providing services obligated under this contract.



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- b. Second payment of \$2,100 of providing services obligated under this contract.
  - c. Third payment of \$2,100 of providing services obligated under this contract.
  - d. Fourth payment of \$2,100 of providing services obligated under this contract.
  - e. Fifth payment of \$1,400 of providing services obligated under this contract.
  - f. Sixth payment of \$1,400 of providing services obligated under this contract.
  - g. Seventh payment of \$1,400 of providing services obligated under this contract.
  - h. Eighth payment of \$1,400 of providing services obligated under this contract.
  - i. Ninth payment of \$875 of providing services obligated under the contract.
  - j. Tenth payment of \$875 of providing services obligated under the contract.
  - k. Eleventh payment of \$875 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$875 of providing services obligated under the contract.
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,100 of providing services obligated under this contract.
  - b. Second payment of \$2,100 of providing services obligated under this contract.
  - c. Third payment of \$2,100 of providing services obligated under this contract.
  - d. Fourth payment of \$2,100 of providing services obligated under this contract.
  - e. Fifth payment of \$1,400 of providing services obligated under this contract.
  - f. Sixth payment of \$1,400 of providing services obligated under this contract.
  - g. Seventh payment of \$1,400 of providing services obligated under this contract.
  - h. Eighth payment of \$1,400 of providing services obligated under this contract.
  - i. Ninth payment of \$875 of providing services obligated under the contract.
  - j. Tenth payment of \$875 of providing services obligated under the contract.
  - k. Eleventh payment of \$875 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$875 of providing services obligated under the contract.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

Cass Walker 11-16-15  
Cass Walker, VP Administrative & Support Services Date  
LRGHealthcare

Subscribed and sworn to before me, this 16<sup>th</sup> day of November, 2015.

SEAL

Jerry A. Beaudet  
Notary Public My Commission expires:  
3/25/2020

Abigail Olden 11/13/15  
Abigail Olden, APRN Date  
LRGHealthcare

Alisa Druzba 11/17/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

## Abigail L. Olden, RN, BSN, FNP (May 2010)

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**Objective:** To work as an FNP in a team environment, delivering patient focused care.

**Education:**

**University of New Hampshire**, Durham, NH-Masters of Science in Nursing/FNP track January 2007-present.

**Salve Regina University**, Newport, RI- BSN May 2006.

**Clinical Rotations:**

**Fall 2009**

**Plymouth Pediatrics-Wilma Hyde PNP, Plymouth, NH.**

Pediatric Rotation focused on well child exams as well as episodic illness Visits

**Fall 2009**

**Plymouth State University Health Services-Wilma Hyde PNP, Plymouth, NH.**

Assessment and treatment of college students with an emphasis on differential diagnoses and involving patients in their health care management. Primarily acute visits.

**Spring 2009**

**Internal Medicine at Franklin Regional Hospital-Dr. Elsammani, Franklin, NH.**

Assessment and treatment of adults. Managing patients with multiple co-morbidities. Formulating differential diagnoses, ordering and interpreting tests, medical interventions, and developing and implementing treatment plans.

**Scheduled for Spring 2010**

**Mid-state Health Center-Barbara Wood, Plymouth, NH**

Rotation will focus on family practice.

## **Experience:**

### **April 2009-present.**

**Franklin Regional Hospital, Franklin, NH.**

**Full-time RN, working in the infusion therapy department.**

Initiated IV antibiotics, blood transfusions, port and peripheral blood sticks

Performed advanced wound management

Initiated specialized infusions and injections for patients with multiple conditions, and diseases

Validate nurses annually for their understanding of various procedures

### **May 2006-April 2009.**

**Franklin Regional Hospital, Franklin, NH**

**Full-time RN, working on the medical/surgical floor as both a staff nurse and charge nurse.**

Managed a patient load, providing direct care and assessment to diverse patient population with multiple complex treatments; handled related complications and conducted constant evaluation of treatment responses.

Oversight of medical/surgical and skilled nursing unit staff by managing call-outs, staffing, admissions, and education.

Orienting new grads

Validate nurses annually for their understanding of various procedures

### **May 2004-May 2006**

**Interim Healthcare, Laconia, NH.**

**LNA full-time (summer) and per diem (during school).**

Travelled to homes within the community performing various LNA duties including bathing, wound care, ADLs, and safety assessments

Filled in at various nursing homes in the community as an LNA

### **May 2002-May2004**

**Huggins Hospital, Wolfeboro, NH.**

Worked as an LNA on Medical surgical, rehab, ICU, and Labor and delivery floors.

## **Licenses and certifications:**

RN registered in the state of New Hampshire

BLS for Health Care providers

APRN expected May 2010



# NEW HAMPSHIRE Online Licensing

Person Information

**Name:** ABIGAIL LYNN OLDEN

Licensed Information

**Specialty:** Family Nurse Practitioner      **Specialty Expiration Date:** 5/31/2020

**License No:** 056485-23    **Profession:** Nursing    **License Type:** APRN  
**License Status:** Active    **Issue Date:** 6/28/2010    **Expiration Date:** 10/23/2017

All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.

Discipline Information

No Discipline Information

Board Action

No Related Documents

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



# NEW HAMPSHIRE Online Licensing

**IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.**

Basic Information

Name: ABIGAIL LYNN OLDEN

License Information

License No: 056485-21 Profession: Nursing License Type: Registered Nurse  
License Status: Active Issue Date: 6/19/2006 Expiration Date: 10/23/2017  
Multi-State License Status: COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

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

Subject: State Loan Repayment Program

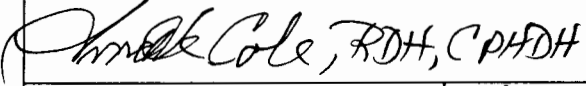
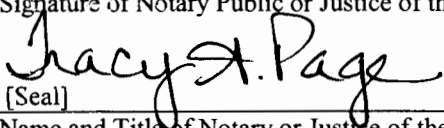
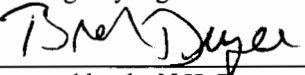
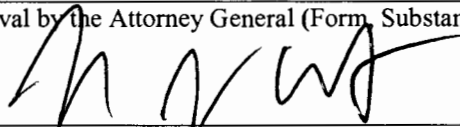
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Annette Cole, RDH, CPHDH		1.4 Contractor Address 262 Cottage Street, STE 230 Littleton, NH 03561	
1.5 Contractor Phone Number 603 259-3700	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$22,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Annette Cole, RDH, CPHDH Annette Cole, RDH, CPHDH	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>11/04/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <div style="float: right; text-align: center;"> <b>TRACY A. PAGE</b>                      Notary Public - New Hampshire                      My Commission Expires September 18, 2018                 </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tracy A. Page, Notary Public</u>			
1.14 State Agency Signature  Date: <u>11/13/15</u>		1.15 Name and Title of State Agency Signatory <u>Brook Dyer / Bureau Chief</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Annette Cole, RDH, CPHDH (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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**Exhibit D**-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials AC/RDH, CAHDH

Date 11/04/2015





Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/04/2015  
Date

Annette Cole, RDH, CPHDA  
Name: Annette Cole  
Title: Registered Dental Hygienist,  
Certified Public Health Dental Hygienist



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials AC/RDA/CPHDH

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/04/2015  
Date

Annette Cole, RDH, CPHDH  
Name: Annette Cole  
Title: Registered Dental Hygienist  
Certified Public Health Dental Hygienist

Exhibit G

Contractor Initials AC/RDH, CPHDH

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/04/2015  
Date

Annette Cole, RDH, CPHDH  
Name: Annette Cole  
Title: Registered Dental Hygienist  
Certified Public Health Dental Hygienist



**Exhibit I**

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials AC/RDA, CPHD

Date 11/04/2015



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials AC/BDH, CPDH

Date 11/04/2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2015

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 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).

<b>PRODUCER</b> Geo M Stevens & Son Co 149 Main Street  Lancaster NH 03584	<b>CONTACT NAME:</b> Patricia Emery <b>PHONE (A/C No, Ext):</b> (603) 788-2555 <b>E-MAIL ADDRESS:</b> pemery@gms-ins.com	<b>FAX (A/C No):</b> (603) 788-3901
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> North Country Health Consortium Inc 262 Cottage Street, Suite 230  Littleton NH 03561	<b>INSURER A:</b> Acadia Insurance Company <b>NAIC #</b> 31325	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

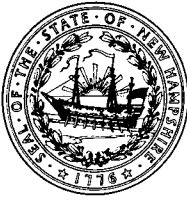
**COVERAGES**                      **CERTIFICATE NUMBER:** CL1512705975                      **REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			CPA 0238922 17	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			CAA0238923-17	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist property \$ 25,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR		CUA 5178194-11	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCA0277380-16	1/1/2015	1/1/2016	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Health Consortium  
NH Worker's Compensation--Excluded officers are Roxie Severance, Tony Poekert & Ed Shanshala  
This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policy or policies referenced herein.

<b>CERTIFICATE HOLDER</b>  State of NH, DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Patricia Emery/PBE



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Annette Cole, RDH, CPHDH, Contractor, North Country Health Consortium, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Annette Cole, RDH, CPHDH, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by North Country Health Consortium, 262 Cottage Street, Suite 230, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at North Country Health Consortium, 262 Cottage Street, Suite 230, Littleton, NH 03561 (hereafter referred to as the Practice Site).
2. The Practice Site is located in a Dental Health Professional Shortage Area. The geographic area to be served is in Grafton County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,640 of providing services obligated under this contract.
  - b. Second payment of \$2,640 of providing services obligated under this contract.
  - c. Third payment of \$2,640 of providing services obligated under this contract.
  - d. Fourth payment of \$2,640 of providing services obligated under this contract.
  - e. Fifth payment of \$1,760 of providing services obligated under this contract.
  - f. Sixth payment of \$1,760 of providing services obligated under this contract.
  - g. Seventh payment of \$1,760 of providing services obligated under this contract.
  - h. Eighth payment of \$1,760 of providing services obligated under this contract.
  - i. Ninth payment of \$1,100 of providing services obligated under the contract.
  - j. Tenth payment of \$1,100 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,100 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,100 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

*Nancy Frank* 11/4/15  
Nancy Frank, Executive Director Date  
North Country Health Consortium

Subscribed and sworn to before me, this 4<sup>th</sup> day of November, 2015.

SEAL TRACY A. PAGE  
Notary Public - New Hampshire  
My Commission Expires September 18, 2018

*Tracy A. Page*  
Notary Public

*Annette Cole, RDH, CPHDH* 11/04/2015  
Annette Cole, RDH, CPHDH Date  
North Country Health Consortium

*Alisa Druzba* 11/12/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

**Professional Profile**

Certified Public Health Registered Dental Hygienist with experience in general practice and public health dental care. Background includes public health school-based dental program, mobile dental services in nursing home settings, and private practice dental hygiene experience.

**Experience**

**Registered Dental Hygienist, Certified Public Health Dental Hygienist**

September 2012 to present  
North Country Health Consortium/The Molar Express

Responsibilities include:

- Providing comprehensive and preventive dental services in school-based settings, nursing homes and community dental clinics.
- Maintaining current knowledge of federal, state and institutional regulations to meet provisions of outpatient dental services in public health settings.
- Placement of temporary restorations.
- Placement of glass ionomer and resin-based sealants.
- Maintenance of electronic patient records, clinical inventory control, and schedule coordination.
- Individualized patient education plans and treatment planning.
- Care coordination of patient referrals for specialized dental services.
- Development and presentation of oral health education workshop modules in outreach, community and school-based settings, including health careers camps with dental simulator training.
- Equipment maintenance and repair of portable dental equipment.
- Survey screener for the 2014 Oral Health Survey of New Hampshire Older Adults.

**Registered Dental Hygienist**

2010-2012 Tri-County Head Start, Berlin, NH

Responsibilities included:

- Facilitating oral hygiene educational workshops for Coos, Carroll, and Grafton County Head Start staff, students and families; providing direct preventive services to Head Start students.
- Promotion of the Head Start Dental Home Initiative by coordinating with local dentists, Head Start staff and families to find dental homes for Head Start students in need of comprehensive oral healthcare services.
- Development and presentation of educational seminars for dental practices on the topic of integrating infant and toddler dental examinations into their practices.

**Registered Dental Hygienist Volunteer**

2012 Senior Center Oral Health Survey in Coos County

**Registered Dental Hygienist**

2008-2009 NH Department of Health and Human Services, Concord, NH

Responsibilities included:

- Coordinating and conducting data collection aspects of grant-funded oral health and body mass index screenings of students in select areas of New Hampshire for statewide school-based survey.
- Presentation of designated survey details to school administrators and nursing staff, meeting all data collection protocols, providing oral hygiene education and nutrition-based educational presentations to all classroom participants of the survey.
- Administration of follow-up letters to parents of survey participants.
- All work was completed independently and required submission of completed survey data to the oral health/BMI program supervisor within the 2008-2009 school year.



**Registered Dental Hygienist**

2005-2008 North Country Health Consortium, Whitefield, NH

**Registered Dental Hygienist**

2002-2004 Gorham Family Dentistry, Gorham, NH

**Registered Dental Hygienist**

1995-2002 Dr. Berkeley Pemberton, DDS, Berlin, NH

**Education**

**New Hampshire Technical Institute, Concord, NH**

1993-1995

Associate in Science, Major in Dental Hygiene

**New Hampshire Technical Institute, Concord, NH**

2014

Completed Certified Public Health Dental Hygiene training program

**Granite State College**

2014-2015 currently completing bachelor's degree program

**References**

**Available upon request.**

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**Annette L. Cole, RDH**

1843 Hutchins St. Berlin, NH 03570 (603) 752-4164 [alc@ne.rr.com](mailto:alc@ne.rr.com)



# NEW HAMPSHIRE Online Licensing

<b>Name:</b> ANNETTE LISA COLE, RDH
<b>License No:</b> 01839 <b>Profession:</b> Dental <b>License Type:</b> Certified Public Health Dental Hygienist <b>License Status:</b> Active <b>Issue Date:</b> 7/18/2014 <b>Expiration Date:</b> 4/30/2017
<b>Board Disciplinary Action:</b>
<b>No Related Documents</b>



# NEW HAMPSHIRE Online Licensing

**Name:** ANNETTE LISA COLE, RDH

**License No:** 01839 **Profession:** Dental **License Type:** Hygienist  
**License Status:** Active **Issue Date:** 6/27/1995 **Expiration Date:** 4/30/2017

Responsibility: Active

No Related Documents

Subject: State Loan Repayment Program

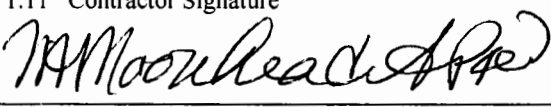
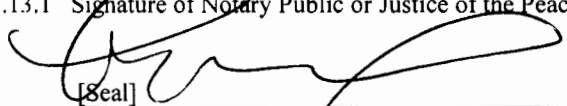
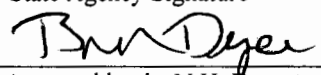
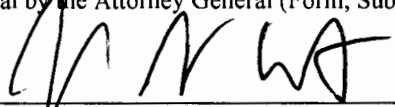
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Martha Moorehead, APRN, FNP-C		1.4 Contractor Address 80 Highland Street Laconia, NH 03246	
1.5 Contractor Phone Number 603 934-4259	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martha Moorehead, APRN, FNP-C	
1.13 Acknowledgement: State of _____, County of _____ On <u>11/25/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Lynn Marcoux			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dyer / Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials MM  
Date 10/5/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Martha Moorehead, APRN, FNP-C (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

Contractor Initials MM  
Date 11/5/15





Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

*mm*

*11/5/18*



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

MM  
11/5/15



Exhibit C

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**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

*MM*

11/5/15



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials MM

Date 11/5/15



**Exhibit E**

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/5/15  
Date

Martha Moorehead APRN  
Name: Martha Moorehead  
Title: APRN

Contractor Initials MM  
Date 11/5/15





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

MM  
Date 11/5/15

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

11/5/15  
Date

Contractor Name:

MM Moorehead (APR)  
Name: Martha Moorehead  
Title: APR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials MM



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/5/15  
Date

Martha Moorehead APRN  
Name: Martha Moorehead  
Title: APRN



Exhibit I

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**Exhibit I-** Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials mm

Date 11/5/15



**Exhibit J**

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials MM

Date 11/5/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/29/2014

**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 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).**

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com  319078-LRG-gener-15-16	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite Shield Insurance Exchange		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006869994-09                      **REVISION NUMBER:** 1

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/INSR INSR   SUBR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		GSIE-PRIM-2015-103	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED     RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Coverage

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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 of Marsh USA Inc.  Susan Molloy <i>Susan Molloy</i>

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# LRGHealthcare

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*care. compassion. community.*

November 4, 2015

State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301

RE: Workers' Compensation Self-Insurance

Dear Sir:

I am writing in response to a request for information on LRGHealthcare's Workers' Compensation insurance coverage. LRGHealthcare is self-insured for primary Workers' Compensation coverage by its LRGHealthcare Workers' Compensation Trust. This trust is registered with the New Hampshire Department of Labor. I have enclosed copy of the Self-Insurance Permit and a Certificate of LRGHealthcare's Excess Workers' Compensation coverage.

If you have any questions or need anything further, please contact me.

Sincerely,



Mitchell B. Jean, Esquire  
General Counsel

MBJ/jgb  
Enclosures



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF LABOR  
CONCORD, NH 03301

Richard M. Flynn  
Labor Commissioner

WORKERS' COMPENSATION

SELF-INSURANCE PERMIT

**KNOW ALL MEN BY THESE PRESENTS:**

that Lakes Region of Laconia, New Hampshire  
General Hospital, having furnished the Labor

Commissioner satisfactory proof of financial ability to pay direct the benefits in the amounts, manner, and when due as provided by the Workers' Compensation Law, Revised Statutes Annotated, Chapter 281-A, as amended, is hereby granted this permit pursuant to RSA 281-A:9, II and 52.

This permit shall remain in effect indefinitely or until revoked by said Commissioner or until the employer ceases to be self-insured, whereupon it shall be promptly surrendered to the said Commissioner.

This permit is granted on this 26th day of November  
A.D. 19 92 .

By power granted me by law

Labor Commissioner





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2015

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 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).

<b>PRODUCER</b> Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (877) 945-7378      FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  LRGHealthcare 80 Highland Street Laconia, NH 03246	<b>INSURER A :</b> Safety National Casualty Corporation <b>NAIC #</b> 15105	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>Excess Liability</b>			<b>AGC4052461</b>	<b>01/01/2015</b>	<b>01/01/2016</b>	<b>See Attached</b>

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

**CERTIFICATE HOLDER      CANCELLATION**

<b>State of New Hampshire</b> Department of Health & Human Services 129 Pleasant Street 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.
	<b>AUTHORIZED REPRESENTATIVE</b> 

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Excess Workers Compensation</b> <b>CARRIER: Safety National Casualty Corporation</b> <b>POLICY TERM: 01/01/2015-01/01/2016</b> <b>POLICY NUMBER: AGC4052461</b>	<b>Self-Insured Retention Per Occurrence: \$500,000</b> <b>Maximum Limit of Indemnity Per Occurrence:</b> <b>Statutory</b> <b>Employers' Liability Maximum Limit of Indemnity</b> <b>Per Occurrence &amp; Aggregate: \$1,000,000</b>



# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Martha Moorehead, APRN, FNP-C, Contractor, LRGHealthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Martha Moorehead, APRN, FNP-C, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at Westside Healthcare, 15 Aiken Avenue, Franklin, NH 03235 (hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Clinic located in a Medically Underserved Area/Population. The geographic area to be served is in Merrimack County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- d. Insurance:
1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - a. comprehensive 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; and
  2. The policies described in subparagraph e) Insurance 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.
  3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- e. Workers' Compensation
1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
  
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

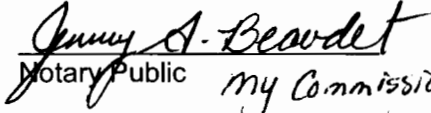
ATTACHMENT 1 – MEMORANDUM OF AGREEMENT


IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

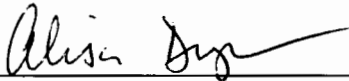
 11-4-15  
Cass Walker, VP Administrative & Support Services Date  
LRGHealthcare

Subscribed and sworn to before me, this 4<sup>th</sup> day of November, 2015.

SEAL

  
Notary Public my Commission expires  
3/25/2020

 11/4/15  
Martha Moorehead, APRN, FNP-C Date  
LRGHealthcare

 11/12/15  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section



**MARTHA JUDE MOOREHEAD**  
Westside Pediatrics  
15 Aiken Ave Franklin, NH 03235  
603-934-4259

PROFESSIONAL SUMMARY

**Advanced Practice Nurse Practitioner**

Family Practice

**Registered Nurse**

- Highly skilled and caring career professional with more than 10 years practical experience in hospital and community service settings.
- Telemetry Nurse Resource Nurse caring for teens to elderly with health problems affecting the cardiac system and pulmonary system. Overseeing the staff assignments, patients, admissions, and discharges also being the Resource Nurse for any crisis or problem that may arise.
- Cared for children to elderly as a POCC/PACU nurse, preparing children and adults for surgery, assessing emotional and physical needs of patients. Then following the patients to the recovery room. Assessing for trauma, bleeding, respiratory distress, anesthesia reactions, allergies and anxiety. Maintaining hemodynamic stability in patients. Intervening when these problems arise in children and adults to keep patients safe.
- Completed training in the Angio Suite circulating, medicating, and recovering all procedures that involve angio / aortograms and pacemaker insertions.

CREDENTIALS

<b>APRN , FNP-C</b>	License Number 057943-23	1-14/15- Present
<b>Registered Nurse</b>	License Number 057943-21	6/18/2007- Present

EXPERIENCE

<b>Advanced Registered Nurse Practitioner</b> <i>Westside Pediatrics/Family Practice</i> <i>Franklin, NH 03235</i>	1/19/15- Present
<b>Registered Nurse Telemetry, and Intensive Care</b> <i>Lakes Region General Hospital, Laconia, NH</i> <i>Franklin Regional Hospital, Franklin, NH</i>	2007-2014
<b>Registered Nurse POCC/PACU, and Intensive Care</b> <i>Lakes Region General Hospital, Laconia, NH</i>	2008-2014
<b>Adult Trauma ICU</b> <i>Dartmouth Hitchcock Medical Center, Lebanon, NH</i>	Nov 2011-July 2012

EDUCATION

<b>Associate, Nursing</b> <i>New Hampshire Technical Institute, Concord, New Hampshire</i>	2007
<b>Baccalaureate in Nursing</b> <i>Franklin Pierce University, Concord New Hampshire</i>	2011
<b>Advanced Practice Registered Nurse – Family Nurse Practitioner</b> <i>University Of New Hampshire, Durham, New Hampshire</i>	12/31/14

CERTIFICATIONS

<b>Intravenous Certification</b>	2007-Current
----------------------------------	--------------

<b>Basic Life Support</b>	2004-Current
<b>Advanced Cardiac Life Support</b>	2007-Current
<b>Dysrhythmia Certification</b>	2007-Current
<b>Intravenous Conscious Sedation</b>	2008-Current
<b>Pediatric Advanced Life Support</b>	2010-Current
<b>American Red Cross Disaster Training</b>	

References and CV available upon request



# Online Licensing

<b>Person Information</b>	
Name: MARTHA JUDE MOOREHEAD	
<b>License Information</b>	
Specialty:	Family Nurse Practitioner Specialty Expiration Date: 1/12/2020
License No: 057943-23 Profession: Nursing License Type: APRN License Status: Active Issue Date: 1/14/2015 Expiration Date: 7/2/2016	
All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.	
<b>Discipline Information</b>	
No Discipline Information	
<b>Board Action</b>	
No Related Documents	
Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.	

Subject: State Loan Repayment Program

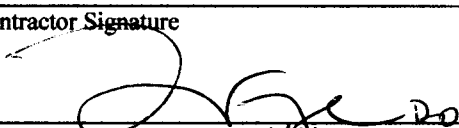
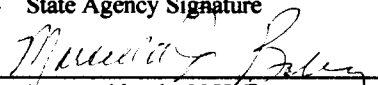
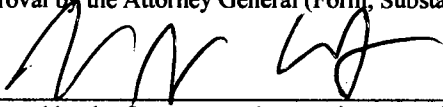
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

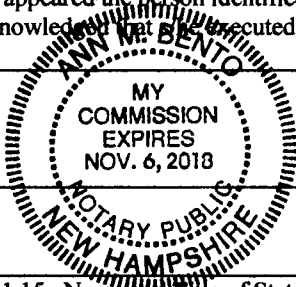
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lauren Frye, DO		1.4 Contractor Address 3073 White Mountain Hwy N. Conway, NH 03860	
1.5 Contractor Phone Number 603 356-4949	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$37,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Lauren Frye, DO Lauren Frye DO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Nov 17, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Ann M. Bento</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Ann M. Bento, Notary Public</u>			
1.14 State Agency Signature  Date: <u>11/17/15</u>		1.15 Name and Title of State Agency Signatory <u>MARCELLA ROBINSKY, ACTING DIRECTOR</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials

Date

LF

11/17/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Lauren Frye, DO (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.





Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

**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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials CF

Date 11/17/15



Exhibit E

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/17/15  
Date

[Signature]  
Name: Lauren Frye  
Title: DO





**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials UF

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/17/15  
Date

[Signature]  
Name: Lauren Frye  
Title: DO

Exhibit G

Contractor Initials LF

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/17/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/17/15  
Date

[Signature]  
Name: Lauren Foye  
Title: DO



Exhibit I

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**Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.**

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials LF

Date 11/17/15



Exhibit J

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**Exhibit J- Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA) Compliance does not apply to this contract.**

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials LF

Date 11/17/15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2015

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 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: Norton Insurance Agency, 275 US Route 1, Cumberland Foreside, ME 04110. CONTACT NAME: PHONE (207) 829-3450, FAX (207) 829-6350. INSURER(S) AFFORDING COVERAGE: AIM Mutual Ins Comp. INSURED: The Memorial Hospital, ETAL, 3073 White Mountain Highway, North Conway, NH 03860.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2015

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 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 Medical Mutual Insurance Company of Maine One City Center PO Box 15275 Portland, ME 04112	CONTACT NAME:		INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C No, Ext): 2077752791	FAX (A/C, No): 2075238320	INSURER A: Medical Mutual Ins Co of Maine		
INSURED Memorial Hospital 3073 White Mountain Highway  North Conway NH 03860	E-MAIL ADDRESS:		INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
		INSURER F:			

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NH HPL 004270	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Frank W Funi</i>
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# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Lauren Frye, DO, Contractor, Memorial Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

state loan repayment contributions for Lauren Frye, Do, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Memorial Hospital, 3073 White Mountain Highway, North Conway, NH 03860 (hereafter referred to as the Employer), and is working full-time at Memorial Hospital, 3073 White Mountain Highway, North Conway, NH 03860 (hereafter referred as the Practice Site).

2. The Practice Site is a Community Health Center located in a Medically Underserved Area/Population. The geographic area to be served is in Carroll County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$37,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$37,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

### d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- First payment of \$3,750 of providing services obligated under this contract.
  - Second payment of \$3,750 of providing services obligated under this contract.
  - Third payment of \$3,750 of providing services obligated under this contract.
  - Fourth payment of \$3,750 of providing services obligated under this contract.
  - Fifth payment of \$3,125 of providing services obligated under this contract.
  - Sixth payment of \$3,125 of providing services obligated under this contract.
  - Seventh payment of \$3,125 of providing services obligated under this contract.
  - Eighth payment of \$3,125 of providing services obligated under this contract.
  - Ninth payment of \$2,500 of providing services obligated under the contract.
  - Tenth payment of \$2,500 of providing services obligated under the contract.
  - Eleventh payment of \$2,500 of providing services obligated under the contract.
  - Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- First payment of \$3,750 of providing services obligated under this contract.
  - Second payment of \$3,750 of providing services obligated under this contract.
  - Third payment of \$3,750 of providing services obligated under this contract.
  - Fourth payment of \$3,750 of providing services obligated under this contract.
  - Fifth payment of \$3,125 of providing services obligated under this contract.
  - Sixth payment of \$3,125 of providing services obligated under this contract.
  - Seventh payment of \$3,125 of providing services obligated under this contract.
  - Eighth payment of \$3,125 of providing services obligated under this contract.
  - Ninth payment of \$2,500 of providing services obligated under the contract.
  - Tenth payment of \$2,500 of providing services obligated under the contract.
  - Eleventh payment of \$2,500 of providing services obligated under the contract.
  - Twelfth and final payment of \$2,500 of providing services obligated under the contract.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

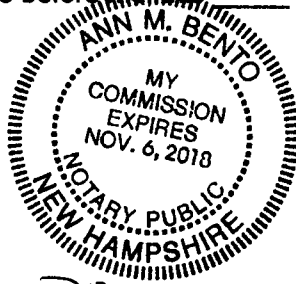
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

  
\_\_\_\_\_  
Scott McKinnon, CEO  
Memorial Hospital

11/17/15  
Date

Subscribed and sworn to before me on this 17<sup>th</sup> day of November, 2015.

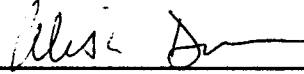
SEAL



  
\_\_\_\_\_  
Notary Public

  
\_\_\_\_\_  
Lauren Fye, DO  
Memorial Hospital

11/17/15  
Date

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

11/18/15  
Date

# Lauren Frye, DO

## EXPERIENCE

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2011 – 2015                      Crozer-Chester Medical Center                      Upland, PA  
Resident  
Administrative Chief Resident 2014-2015  
• Society for Maternal-Fetal Medicine 2014 Resident Award for Excellence in Obstetrics

Present                      Memorial Hospital                      North Conway, NH  
Obstetrician/Gynecologist

## EDUCATION

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2007 – 2011                      Lake Erie College of Osteopathic Medicine                      Erie, PA  
Doctor of Osteopathic Medicine  
• LECOM Ambassador Scholarship 2009  
• LECOM Touch Pin Recipient 2011

2003 – 2004                      West Chester University                      West Chester, PA  
Post-Baccalaureate Premedical Program

1997 – 2001                      St. Lawrence University                      Canton, NY  
Bachelor of Science, Psychology  
Minor, Sociology  
• 1856 Academic Achievement Award

2000                      American University                      Washington, DC  
Justice Program

## RESEARCH AND PRESENTATIONS

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2015                      “Opiates, Pregnancy and Management”                      Upland, PA

2014                      “Women’s Health in a Global Context,  
With Emphasis on Kenya and Recent Travels with KenyaRelief.org”                      Upland, PA

2013                      “Peripheral Nerve Injuries in GYN Surgery”                      Upland, PA

2008                      “Osteopathic Student Medical Mission:  
A Viable Option in Spreading the Message of Osteopathic Care in Africa”                      Las Vegas, NV

2000                      “A Victim’s Perspective:  
The System, The Orders, The Way Out”                      Washington, DC

#### VOLUNTEER AND EXTRACURRICULAR ACTIVITIES

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2014	Kenya Relief Medical Mission	Migori, Kenya
2007 – 2011	LECOM Service Activities	Erie, PA
2008	Pro-Health International Medical Mission	Nigeria
2003 – 2007	Big Brother Big Sister Program	Glen Mills, PA
1997 – 2001	St. Lawrence University Varsity Field Hockey	Canton, NY

#### PROFESSIONAL MEMBERSHIPS

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2012 – Present	American College of Osteopathic Obstetricians and Gynecologists
2012 – Present	American Congress of Obstetricians and Gynecologists
2008 – 2011	Sigma Sigma Phi
2007 – Present	American Osteopathic Association

#### INTERESTS

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International Medicine, Travelling, Hiking/Camping, Cooking, Photography

Change of Address must be reported in writing to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301-2414 (Chapt. 328:161)

State of New Hampshire  
BOARD OF MEDICINE

LAUREN R FRYE, DO

LAUREN R FRYE, DO

License #: 17108

Issued: 6/3/2015

has been duly registered to practice medicine  
in this state through

6/30/2017



President

*Mark Sullivan, P.A.C.*



Subject: State Loan Repayment Program

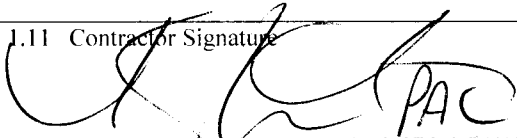
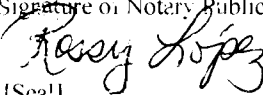

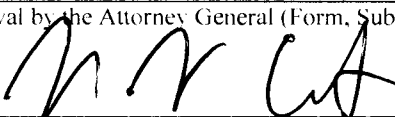
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Kaleigh McA'Nulty, PA-C		1.4 Contractor Address 207 South Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number 603 883-1626	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kaleigh McA'Nulty, PA-C	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11-4-2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
ROSSY LOPEZ, Notary Public My Commission Expires February 2, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rossy Lopez Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Brook Drape / Bureau Chief</u>	
Date: <u>11/13/15</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, O: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials   KM    
Date   11/4/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respect: 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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials KM  
Date 11/4/15



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Kaleigh McA'Nulty, PA-C (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.

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11/4/15



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.

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11/4/15



Exhibit C

**2. Gratuities or Kickbacks**

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**3. Credits**

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

**4. Debarment, Suspension and Other Responsibility Matters**

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.





Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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11/4/15



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials

LM

Date

11/4/15



Exhibit E

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Exhibit E- Certification Regarding Lobbying does not apply to this contract.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*KM*

*11/4/15*



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

11/4/15  
Date

Contractor Name:  
  
Name: Kaleb McArthur  
Title: Physician Assistant



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

KM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G




In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

  
Name: Katelyn McAuliffe  
Title: Physician Assistant

11/4/15  
Date

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials KM

Date 11/4/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/15  
Date


  
Name: Katelyn McAuliffe  
Title: Physician Assistant





Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.



Exhibit J

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**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials KM

Date 11/4/15

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/05/2015

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 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).

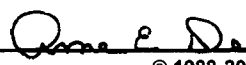
<b>PRODUCER</b> HUB Healthcare Solutions HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>978 657-5100</b> FAX (A/C, No): <b>978-988-0038</b> E-MAIL ADDRESS: ADDRESS: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : <b>Philadelphia Indemnity</b></td> <td style="text-align: center;"><b>18058</b></td> </tr> <tr> <td>INSURER B : <b>Atlantic Charter Insurance Comp</b></td> <td style="text-align: center;"><b>44326</b></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Philadelphia Indemnity</b>	<b>18058</b>	INSURER B : <b>Atlantic Charter Insurance Comp</b>	<b>44326</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857															

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1191125	07/01/2015	07/01/2016	EACH OCCURRENCE      \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ <b>1,000,000</b> MED EXP (Any one person)    \$ <b>20,000</b> PERSONAL & ADV INJURY      \$ <b>1,000,000</b> GENERAL AGGREGATE        \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG    \$ <b>3,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1191125	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)    \$ <b>1,000,000</b> BODILY INJURY (Per person)                \$ BODILY INJURY (Per accident)              \$ PROPERTY DAMAGE (Per accident)        \$ \$
A	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED                      RETENTION \$			PHUB463239	07/01/2015	07/01/2016	EACH OCCURRENCE      \$ <b>5,000,000</b> AGGREGATE                \$ <b>5,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA00545403	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT                      \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE        \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT        \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**New Hampshire Department of Health and Human Services is included as Additional Insured w/ respect to General Liability as required by written contract.**

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  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  
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# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Kaleigh McA'Nulty, PA-C, Contractor, Lamprey Health Care, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

state loan repayment contributions for Kaleigh McA’Nulty, PA-C, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Lamprey Health Care, 207 South Main Street, Newmarket, NH 03857 (hereafter referred to as the Employer), and is working full-time at Lamprey Health Care, 22 Prospect Street, Nashua, NH 03060 (hereafter referred to as the Practice Site).

2. The Practice Site is a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer’s funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.
  - d. Insurance:

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
    - a. comprehensive 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; and
  2. The policies described in subparagraph e) Insurance 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.
  3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- e. Workers' Compensation
1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-fee-schedule based on poverty level or not charged; and
- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
  - k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
  - l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
  - m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
  - n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
  - o. The Commissioner or the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
  - p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section or s/he will be placed in default and will be considered in breach of contract.
7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,500 of providing services obligated under this contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

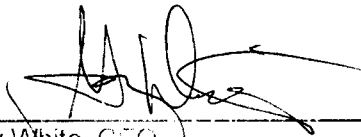
- b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
8. The Contractor will be paid by the Employer in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.



ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

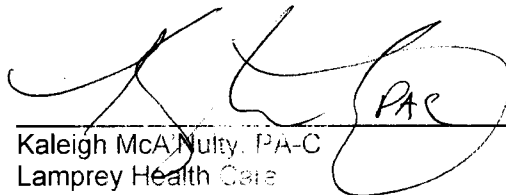
  
\_\_\_\_\_  
Gregory White, CEO  
Lamprey Health Care  
11/4/15  
Date

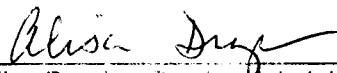
Subscribed and sworn to before me, this 4 day of November, 2015.

SEAL

  
\_\_\_\_\_  
Notary Public

ROSSY LOPEZ, Notary Public  
My Commission Expires February 2, 2016

  
\_\_\_\_\_  
Kaleigh McAuliffe, PA-C  
Lamprey Health Care  
11/4/15  
Date

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section  
11/12/15  
Date

## Kaleigh McA’Nulty, PA-C

### Employment

---

2015-Present    Family Practice Physician Assistant                      Lamprey Health Care, Nashua, NH

- Independently managed a panel of primary care patients of both adults and children in a community health center setting, primarily focusing on underserved populations.
- Provided preventative care and managed chronic health conditions as well as evaluating and treating acute concerns.
- Coordinated with medical and ancillary staff to provide care for the entire patient, including providing access to behavioral health services and various community services.

**Proficient in:**

Management of chronic health conditions; counseling of patients regarding nutrition, activity, and other lifestyle factors to reduce cardiovascular risk; collection of cultures; wound care; dressing changes; cerumen irrigation; injections; pap smear collection; bimanual examination; breast examination; closure of wounds using sutures, staples, or Dermabond; cryosurgery; incision and drainage; obtaining and interpreting EKGs

2013-2015    Family Practice Physician Assistant                      Tristan Medical, Raynham, MA

- Independently managed a panel of primary care patients of both adults and children.
- Provided preventative care and managed chronic health conditions.
- Wrote prescriptions, ordered laboratory and imaging studies, and collaborated with fellow providers in the evaluation and treatment of acute and chronic medical complaints.
- Completed documentation and performed other administrative duties relevant to medical practice in a timely fashion in compliance with Medicare and other payor regulations.
- Worked with patients and office staff to improve quality metrics for routine screening measures.
- Practiced in the office's urgent care clinic on a per diem basis, evaluating and treating acute complaints on a walk-in basis.

2009-2011    Pharmacy Technician    Rite Aid, Nashua, NH

- Assisted patients while picking up and dropping off prescriptions.
- Participated in the process of filling prescriptions, including typing scripts, communicating with insurance companies, and counting medications.

### Education

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2011-2012    **Massachusetts College of Pharmacy and Health Sciences, Manchester, NH**  
Master of Physician Assistant Studies, December 2012

**Clinical Rotations**

General Medicine I                      Hospital Arco Iris, La Paz, Bolivia

General Medicine II	Corner Medical, Lyndonville, VT
Internal Medicine	Federal Medical Center at Devens, Ayer, MA
Women's Health	Office of Zwi Hoch MD, Brockton, MA
Pediatrics	Marlboro Pediatrics, Marlboro, MA
Surgery	North Country Surgical Associates, Newport, VT
Psychiatry	Taunton State Hospital, Taunton, MA
Emergency Medicine	Elliot Hospital, Manchester, NH
Elective Rotation	Hospitals of Hope, Cochabamba, Bolivia

2004-2008 **Tufts University**, School of Engineering, Medford, MA  
 Bachelor of Science Degree in Engineering Science, May 2008  
*Cum Laude*, Dean's List all semesters

**Scholarships, Honors, and Awards:**

Biomedical Research Experience for Engineering Majors (BREEM) Scholarship,  
 National Institute of Health, Summer 2005  
 Bausch & Lomb Honorary Science Award, 2004

**Certifications and Licensures**

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January 2013	NCCPA Certified Physician Assistant
September 2013	Basic Life Support
June 2014	NRCME Certified Medical Examiner for commercial motor vehicle Drivers
January 2013-Present	Physician Assistant license to practice, Massachusetts
March 2015-Present	Physician Assistant license to practice, New Hampshire

**Professional Memberships**

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2011-Present	American Academy of Physician Assistants
2012	Alpha Eta, National Scholastic Honor Society for Allied Health Professions

**Computer Skills**

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- Familiarity with several electronic medical record systems, including Athena, Centricity, Epic, and Meditech.
- Proficient in Microsoft Excel and Powerpoint

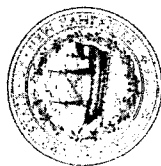
Change of address must be reported to:  
New Hampshire State Board of Medicine  
121 South Fruit Street, Suite 301  
Concord, NH 03301

*State of New Hampshire*  
BOARD OF MEDICINE

**KALEIGH A MCA'NULTY, PA**

**License #: 1078**

**Issued: 3/4/2015**



**KALEIGH A MCA'NULTY, PA**

is entitled to practice for the year ending  
**12/31/2015**

Change of Address must be reported to:  
New Hampshire Board of Medicine  
121 South Fruit Street - STE 301  
Concord, NH 03301

State of New Hampshire  
BOARD OF MEDICINE

KALEIGH A MCANULTY, PA

License #: 1078

issued: 3/4/2015

is entitled to practice for the year ending  
12/31/2016

KALEIGH A MCANULTY  
159 BRADY AVE  
SALEM NH 03079



Subject: State Loan Repayment Program


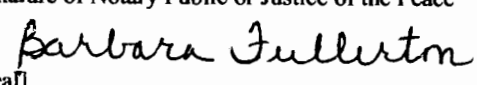
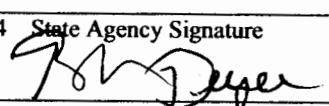
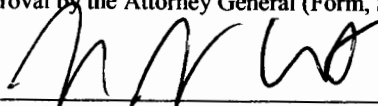
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Elizabeth Newton, APRN, FNP-C		1.4 Contractor Address 25 Mount Eustis Road Littleton, NH 03561	
1.5 Contractor Phone Number 603 747-3740	1.6 Account Number 05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elizabeth Newton, APRN, FNP-C Elizabeth Newton	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>Nov 4, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Barbara Fullerton, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brock Dyer / Burn M-	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>11/25/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials EW  
Date 11/4/15

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**17. 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.

**18. 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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials EW  
Date 11/11/15



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Elizabeth Newton, APRN, FNP-C (Contractor) and the New Hampshire Department of Health and Human Services, Division of Public Health Services (Department) is set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.



Exhibit B

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**Method and Conditions Precedent to Payment**

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The Method and Conditions Precedent to Payment between the Contractor and the State are set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1), and are hereby incorporated by reference into this Agreement as if fully set forth herein. Under no circumstances shall the payments in this Agreement exceed the Price Limitation in block 1.8.

Payment for said services shall be made as follows:

1. Payments will be made on a quarterly basis.
2. No later than the tenth working day following the close of each quarter, the State will contact the Contractor's employer to ensure that the Memorandum of Agreement and contract stipulations have been met.
3. Within thirty (30) days of confirmation, the State shall make payment to the Contractor.



## Special Provisions

### State Loan Repayment Program

#### 1. **Special Provisions to the Contract**

- 1.1. The Contractor, in signing this Agreement, attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.
- 1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.
- 1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.
- 1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 1.5. If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:
  - a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and
  - b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.
- 1.6. The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.
- 1.7. In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.
- 1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.
- 1.9. Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.
- 1.10. The Contractor shall comply with all applicable State and Federal laws.



## 2. Gratuities or Kickbacks

- 2.1. The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work set forth in the attached "Memorandum of Agreement – State Loan Repayment Program" (Attachment 1) of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

## 3. Credits

- 3.1. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

## 4. Debarment, Suspension and Other Responsibility Matters

- 4.1. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State of New Hampshire the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

*EW*

*11/14/15*



Exhibit D

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Exhibit D-Certification Regarding Drug-Free Workplace Requirements does not apply to this contract.

Exhibit D – Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials EW

Date 11/4/15



Exhibit E

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**Exhibit E-** Certification Regarding Lobbying does not apply to this contract.

Exhibit E – Certification Regarding Lobbying

Contractor Initials EN

Date 11/4/15





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/4/15  
Date

Elizabeth Newton  
Name:  
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*EW*

*11/4/15*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/4/15  
Date

Elizabeth Newton  
Name: Elizabeth Newton  
Title: APRN

Exhibit G

Contractor Initials EN

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 11/4/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/4/15  
Date

Elizabeth Newton  
Name: Elizabeth Newton  
Title: APRN

Contractor Initials EN  
Date 11/4/15



Exhibit I

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Exhibit I- Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act  
Business Associate Agreement

Contractor Initials

EN

Date

11/4/15



Exhibit J

---

**Exhibit J-** Certification Regarding The Federal Funding Accountability and Transparency Act (FFATA)  
Compliance does not apply to this contract.

Exhibit J – Certification Regarding The Federal Funding  
Accountability and Transparency Act (FFATA) Compliance

Contractor Initials GN

Date 11/11/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/28/2015

**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 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).**

<b>PRODUCER</b> E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	<b>CONTACT NAME:</b> Patrocoa Mack <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Hanover Insurance Company</td> <td style="text-align: center;">22292</td> </tr> <tr> <td><b>INSURER B:</b> Citizens Insurance Company of</td> <td style="text-align: center;">31534</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Hanover Insurance Company	22292	<b>INSURER B:</b> Citizens Insurance Company of	31534	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Ammonoosuc Community Health Services 25 Mount Eustis Road Littleton NH 03561															

**COVERAGES**                      **CERTIFICATE NUMBER:** 2015                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBV9707763-05	10/4/2015	10/4/2016	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>Hired &amp; Nonowned Auto</td><td style="text-align: right;">Included</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000	Hired & Nonowned Auto	Included		
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AGGREGATE	\$																						
	\$																						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WBVA353429-01	7/10/2015	7/10/2016	<table style="width: 100%; border: none;"> <tr> <td></td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> <td></td> <td style="text-align: right;">500,000</td> </tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$		500,000	E.L. DISEASE - EA EMPLOYEE	\$		500,000	E.L. DISEASE - POLICY LIMIT	\$		500,000
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E.L. DISEASE - POLICY LIMIT	\$		500,000																				

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

<b>CERTIFICATE HOLDER</b> baversa@dhhs.state.nh.us  NH Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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  Pat Mack/FAIRLE <i>Pat Mack</i>
---	---





# ATTACHMENT 1

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



Nicholas A. Toumpas  
Commissioner

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4741 1-800-852-3345 Ext. 4741  
Fax: 603-271-4506 TDD Access: 1-800-735-2964

Marcella J. Bobinsky  
Acting Director

### MEMORANDUM OF AGREEMENT State Loan Repayment Program

Between Elizabeth Newton, APRN, FNP-C, Contractor, Ammonoosuc Community Health Services, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

#### Full Time Services

This loan repayment contract is for full-time clinical practice, defined as working a minimum of 40-hours per week, for at least 45 weeks each service year. The 40-hours per week may be compressed into no less than 4 days per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 40-hours per week, and excess hours cannot be applied to any other work week. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 40-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 7 weeks (35 work days) of leave is allowed from the practice site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers: the majority of the 40-hours per week (not less than 21-hours per week) is expected to be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 19-hours spent providing inpatient care to patients of the approved practice site, or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved practice site(s), performing practice related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.

#### STATEMENT OF AGREEMENT

# ATTACHMENT 1 – MEMORANDUM OF AGREEMENT I

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Elizabeth Newton, APRN, FNP-C, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Ammonoosuc Community Health Services, 25 Mount Eustis Road, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at Ammonoosuc Community Health Services, 79 Swiftwater Road, Woodsville, NH 03785 as well as Route 25, Main Street, Warren, NH 03279 (hereafter referred as the Practice Sites).
2. The Practice Site are part of a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic area to be served is in Grafton County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2016, or date of Governor and Executive Council approval, whichever is later through December 31, 2018. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - a. comprehensive 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; and
2. The policies described in subparagraph e) Insurance 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.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer 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. Employer shall furnish the Section Administrator identified in the signature block below, 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 Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- i. The Contractor and Employer will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
- j. If the Contractor is providing services in a designated medically underserved area and is relocated to a Practice Site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
- k. The Contractor and Employer shall notify the Rural Health & Primary Care Section within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- l. The Contractor and Employer shall notify the Rural Health & Primary Care Section in writing within seven (7) calendar days if the Contractor, for any reason chooses to take a leave of absence due to physical or mental health disability, or the terminal illness of an immediate family member, that results in the participant's temporary inability to perform the program's obligations. This includes any medical conditions or a personal situation that: 1) would make it temporarily impossible for the Contractor to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the Contractor and would be against equity and good conscience to enforce the service or payment obligation. An amendment to their loan repayment contract would be at the discretion of the RHPC Section Administrator and contingent upon the approval of the Governor and Council.
- m. The Employer shall comply with the terms and conditions of the Memorandum of Agreement and will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future. The Employer must provide appropriate documentation of the circumstances.
- n. Failure of the Contractor to comply with the provisions contained within the Contract and Memorandum of Agreement may result in denial of any loan repayment.
- o. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to comply with all provisions of the Contract and Memorandum of Agreement. If the failure is determined to be caused by circumstances beyond the Contractor's control, the Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7 of Exhibit C of the contract.
- p. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000 of providing services obligated under this contract.
  - b. Second payment of \$5,000 of providing services obligated under this contract.
  - c. Third payment of \$5,000 of providing services obligated under this contract
  - d. Fourth payment of \$5,000 of providing services obligated under this contract.
  - e. Fifth payment of \$3,750 of providing services obligated under this contract.
  - f. Sixth payment of \$3,750 of providing services obligated under this contract.
  - g. Seventh payment of \$3,750 of providing services obligated under this contract.
  - h. Eighth payment of \$3,750 of providing services obligated under this contract.
  - i. Ninth payment of \$2,500 of providing services obligated under the contract.
  - j. Tenth payment of \$2,500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2,500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2,500 of providing services obligated under the contract.
8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.



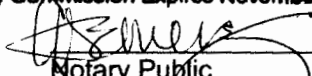
Edward D. Shanshala II, CEO  
Ammonoosuc Community Health Services

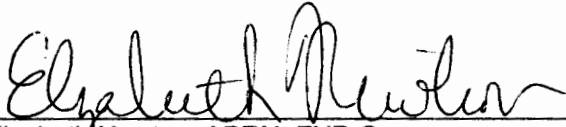
11/05/2015  
Date

Subscribed and sworn to before me, this 5<sup>th</sup> day of November, 2015.

SEAL

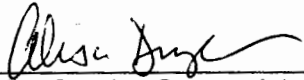
CAROL A. HEMENWAY, Notary Public  
My Commission Expires November 17, 2015

  
Notary Public



Elizabeth Newton, APRN, FNP-C  
Ammonoosuc Community Health Services


11/4/15  
Date



Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

11/12/15  
Date

Elizabeth J Newton



**Education:**

**Master of Science in Nursing**, May 2015  
Simmons College, Boston, MA

**Bachelors of Science, Biochemistry**, May 2011  
Simmons College, Boston, MA  
Cumulative GPA: 3.501

**Certification:**

**Family Nurse Practitioner, NH Board of Nursing**; License Number: 067338-23

June 4, 2015 – June 3, 2020: **FNP-C, AANP**; Certification # F0615294

May 28, 2015- Nov 30, 2016: **Registered Nurse, AK Board of Nursing**; License Number: 38965

Jan2013 – Dec 10 2016: **Registered Nurse, NH Board of Nursing**; License Number: 067338-21

Aug2012 –Dec2013: **Licensed Nursing Assistant, NH Board of Nursing**; License Number: 049087-24

May2015 – May2017: **BLS for Healthcare Providers**, American Heart Association

Oct2013 - Oct2015: **ACLS**, American Heart Association

Oct2014- Oct2016: **PALS**, American Heart Association

**Professional Experience:**

**Family Nurse Practitioner**, Ammonoosuc Community Health Services (August 31, 2015 - current)

- Family Nurse Practitioner
- Provides general primary care, urgent and emergency medical services to all patients in accordance of that quality of care conforming to currently accepted standards
- Coordinate provision of family practice services with the activities of a multidisciplinary team of healthcare providers
- Work with the ACHS board and Senior Leadership team to develop, implement and evaluate community oriented primary healthcare programs to meet the needs of the patients that ACHS serves

**Registered Nurse**, Cottage Hospital, Woodsville, New Hampshire (March 2013 – Aug2015)

- Medical-Surgical Nurse
- Work in collaboration with various medical staff to provide safe and quality patient care to a variety of medical-surgical patients in the acute care setting.
- Experience in Pre-Op/Post-OP Care, Wound Care, Wound Vac Therapy, Orthopedic Patient Care, End of Life Care, Cardiac Rehab Care, COPD exacerbations & Pneumonia management, Telemetry, Medical/Surgical

- Preceptor for new RN's to the unit

**Patient Access Registrar, Cottage Hospital, Woodsville, New Hampshire (May 2008- March 2013)**

- Work as part of a team of registrars in collaboration with the Emergency, Radiology, Lab, Ambulatory care and Medical/Surgical departments and staff to ensure accurate registration of patients for various services for documentation and billing purposes.

**Personal Care Assistant, Cerebral Palsy of Massachusetts (Sept2011 – Aug2012)**

- Provide personal care (Feeding, toiling, repositioning, and dressing) to a young woman with Cerebral Palsy.

**Student Intern, Ahmet Uluer, MD - Children's Hospital, Boston, MA (Sept2010 – May2011)**

- Attended Cystic Fibrosis Clinic Days
- Attended Pulmonary Lectures
- Rounded with CF team members on inpatients.
- Conducted Quality Improvement Project on practicing Enhanced Precautions Practice

**Clinical Experience:**

**Alpine Clinic, Littleton Regional Hospital, Littleton, NH (January 2015 – May 2015)**

- Family Primary Care Nursing IV (112hrs)
- Orthopedics
- Worked closely with Deb Sylvester, APRN to evaluate and treat common orthopedic complaints.
- Carpal Tunnel syndrome, Dequarveins tendinitis, shoulder problems, trigger finger, epicondylitis, various Fractures, x-ray interpretation, casting, observed Joint Steroid Injections, Suturing, suture removal, OR
- EMAR – eClinical Works 10

**Dr. Sauter's Office, Littleton Regional Hospital, Littleton, NH (January 2015 - May 2015)**

- Family Primary Care Nursing IV (112hrs)
- Obstetrics and Gynecology rotation.
- Worked closely with Julie Hohmeister, APRN, to address common women's health issues.
- Prenatal visits, Assisted/Observed IUD/Nexplanon placement, Contraceptive management, menopause, Annual GYN exams including pap smears, Evaluations of common GYN complaints such as irregular bleeding, menorrhagia, PCOS, Abnormal PAP management, breast exams
- EMR – eClinical Works 10

**Ammonoosuc Community Health Services, Littleton, NH (December 2014-March 2015)**

- Family Primary Care Nursing IV (115hrs)
- Worked in independently and in collaboration with Nicole Fischler, APRN to further refine assessment and plan skills
- Independent in assessment and plan of common primary care issues as well as acute care.
- Further refined skills in well women/well men visits, acute care visits, childhood well exams, vaccine administration, PAP smears, lab draws, chronic disease management (depression, diabetes, hypertension), acute care visits, prescribing and patient education.
- Well versed in EMR specifically Centricity



**Cottage Hospital Internal Medicine, Woodsville, NH (September 2014 – December 2014)**

- Primary Health Care Nursing- FNP Theory and Practice III (112hrs)
- Worked in collaboration with Marlene Sarkis, MD to further refine assessment and plan skills in the care of the complex patient with multiple co-morbidities.
- Developed skills in pre-operative clearance and chronic disease management (Heart Failure, Diabetes, Coronary artery disease, COPD & Hypertension).
- Fluent with the EMR Greenway

**Ammonoosuc Community Health Services, Littleton, NH (September 2014-December 2014)**

- Primary Health Care Nursing- FNP Theory and Practice III (116hrs)
- Worked in collaboration with Nicole Fischler, APRN to further develop assessment and plan skills
- Developed skills in well women/well men visits, acute care visits, childhood well exams, vaccine administration, PAP smears, lab draws, chronic disease management (depression, diabetes, hypertension).

**Ammonoosuc Community Health Services, Littleton, NH (May2014-August2014)**

- Caring for the Childbearing Family (98hrs)
- Worked in collaboration with Nicole Fischler, APRN to fine-tune HPI and Physical exam skills utilizing the electronic medical record.
- Developed skills in well women/well men visits, acute care visits, childhood well exams, vaccine administration, PAP smears, lab draws, chronic disease management (depression, diabetes).

**Volunteer Patient, Simmons College, Boston, MA (Jan2013-April2013)**

- Advanced Health Assessment (48hrs)
- Strengthened physical exam assessment skills for the pediatric and adult patient.
- Continued to develop history and note taking of the pediatric and adult patient.
- Developed treatment plans

**Dartmouth Hitchcock Medical Center, Lebanon, NH (Sept2012-Dec2012)**

- Pediatric Preceptorship (176hrs)
- Evidenced Based Project: Preventing the Spread of microorganism among Cystic Fibrosis Patients
- Strengthened assessment skills, prioritization, patient and family teaching and worked as part of a collaborative team to provide safe, compassionate and quality care in a pediatric setting.
- Developed care plans and evaluated patient outcomes

**Winchester Hospital, Winchester, MA (May 2012-Aug2012)**

- Mother/Baby unit, Maternity Nursing (88hrs)
- Developed women's health and newborn assessment skills.
- Performed physical exams on both mother and child postpartum.

**Windsor House Adult Day Care, Somerville, MA (May 2012-Aug2012)**

- Community Nursing (88hrs)
- Developed client relationships through therapeutic communication
- Assisted nursing staff with monthly monitoring of client health status.
- Assisted with nutritional and psychological support of clients.
- Developed Nutrition education plan, presentation and activity.

**Children's Hospital, Boston, MA (May2012-Aug2012)**

- 9East, Pediatric Nursing (88hrs)
- Evidenced Based Project: Is Manuel Chest Physiotherapy the Best Method for Promoting Airway Clearance in Cystic Fibrosis Patients?
- Provided care to children and their families using history and Physical assessment skills.
- Completed nursing notes, further developed SOAP note skills.
- Performed trach care

**Boston Medical Center, Boston, MA – Menino 7 (Jan2012-May2012)**

- Medical/Surgical Nursing (128hrs)
- Collaborated with nursing staff to provide safe nursing care to the medical-surgical patient using history, physical assessment skills and development of therapeutic relationships.
- Developed nursing care plans
- Completed documented assessments

**Massachusetts General Hospital, Boston, MA – Blake 11 (Jan2012-May2012)**

- Psychiatric Nursing (96hrs)
- Developed therapeutic relationships with patients.
- Learned about psychiatric illnesses through communication with patients
- Attended rounds with the treatment team
- Participated in group activities (occupational therapy, group discussion)
- Attended ECT

**Brigham & Women's Hospital, Boston, MA – Center for Women Health 7 (Sept2011-Dec2011)**

- Medical/Surgical Nursing (96hrs)
- Provide basic, safe nursing care to the medical-surgical hospitalized patient in a GYN/ONC setting utilizing history and physical assessment skills and the nursing process framework
- Built upon skills learned in Fundamentals of Nursing while improving their problem solving and critical thinking skills

**Projects & Presentations:**

- Is Manuel Chest Physiotherapy the Best Method for Promoting Airway Clearance in Cystic Fibrosis Patients? – Poster Presentation (July, 2012), Simmons College Boston, MA
- Preventing the Spread of microorganism among Cystic Fibrosis Patients – PowerPoint Presentation (November 2012), Simmons College, Boston, MA
- The Perfect Plate, A Nutrition Education Presentation (July, 2012), Windsor House Adult Day Care Center, Simmons College, Boston, MA
- Impaired Lung Function and Preventing Transmission of Pathogens in Cystic Fibrosis Patients, Poster Presentation (April 2011), Simmons College, Boston, MA

**Honors and Awards:**

- 09/2014 – Sigma Theta Tau National Nursing Honors Society – Simmons College, Boston, MA
- 10/2009- 05/2011 Tri Beta National Biological Honors Society President - Simmons College Boston, MA
- 06/2006 - 8/2006 Winter Garden Project for University of Maine Orono - Upward Bound, Orono, ME
- 06/2005 - 8/2005 Pushaw Lake Watershed Project - Upward Bound - Orono, ME



# NEW HAMPSHIRE Online Licensing

Person Information	
Name: ELIZABETH J NEWTON	
License Information	
Specialty: Family Nurse Practitioner	Specialty Expiration Date: 6/3/2020
License No: 067338-23 Profession: Nursing License Type: APRN License Status: Active Issue Date: 7/7/2015 Expiration Date: 12/10/2016	
All APRN license numbers have been converted to xxxxxx-23. There will no longer be a category distinct license number (xxxxxx-23-xx). Any questions, please contact the Board office.	
Discipline Information	
No Discipline Information	
Board Action	
No Related Documents	
Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.	



# NEW HAMPSHIRE Online Licensing

**IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.**

Personal Information

Name: ELIZABETH J NEWTON

License Information

License No: 067338-21 Profession: Nursing License Type: Registered Nurse  
License Status: Active Issue Date: 1/28/2013 Expiration Date: 12/10/2016  
Multi-State License Status:

Discipline Information

No Discipline Information

Board Action

No Related Documents

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