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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
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www.dhhs.nh.gov

December 10, 2018

His Excellency, Governor Christopher T. Sununu  
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, to **retroactively** exercise renewal options to existing contracts with the vendors in bold below, to continue providing reimbursement for payment of educational loans through the State Loan Repayment Program by increasing the price limitation by \$70,000, in the aggregate, from \$509,750 to an amount not to exceed \$579,750, and extending the completion date for all five agreements from December 31, 2018 to December 31, 2020, effective upon Governor and Executive Council approval.

These agreements were originally approved by the Governor and Executive Council on December 16, 2015 (Item #21). 100% General Funds.

Funds are available in the following account for State Fiscal Years 2019, 2020, and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**See attached financial details.**

Summary of contract amounts by vendor:

Vendor	Employer	Term	Current Total	Increase/ Decrease	Revised Total
Traci Wagner, MD	Littleton Regional Healthcare at North Country Primary Care, Littleton	24 mths	13,750	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	12,500	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim, Medical Grp, Antrim	24 mths	17,500	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	22,500	0	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	22,500	0	22,500

Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester, Manchester	36 mths	45,000	0	45,000
<b>Holly Ramsey, PA</b>	<b>Coos County Family Health Ctr, Berlin</b>	<b>60 mths</b>	<b>45,000</b>	<b>20,000</b>	<b>65,000</b>
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	45,000	0	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	54,000	0	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	45,000	0	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	20,000	0	20,000
Abigail Olden, APRN	LRGHealthcare, Meredith	36 mths	17,500	0	17,500
Annette Cole, RDH	North Country Health Consortium, Littleton	36 mths	22,000	0	22,000
<b>Martha Moorehead, APRN</b>	<b>LRGHealthcare, Franklin</b>	<b>60 mths</b>	<b>22,500</b>	<b>10,000</b>	<b>32,500</b>
<b>Lauren Frye, DO</b>	<b>Memorial Hospital, North Conway</b>	<b>60 mths</b>	<b>37,500</b>	<b>20,000</b>	<b>57,500</b>
<b>Kaleigh McA'Nulty, PA</b>	<b>Lamprey Health Care, Nashua</b>	<b>60 mths</b>	<b>22,500</b>	<b>10,000</b>	<b>32,500</b>
<b>Elizabeth Newton, APRN</b>	<b>Ammonoosuc Community Health Services, Woodsville</b>	<b>60 mths</b>	<b>45,000</b>	<b>10,000</b>	<b>55,000</b>
		Total	\$509,750	\$70,000	\$579,750

### EXPLANATION

These requests are **retroactive** because the Department did not receive the properly executed amendments from the Vendors in time to present them to the Governor and Executive Council before the expiration of the contract terms. This purpose of this request is to extend the term of five State Loan Repayment Program agreements. 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 providers and practicing sites that participate 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.

All five of the Contractors exercising their renewal options will be working full-time and have committed to an additional service obligation of twenty-four (24) months. All will work within the State in a federally designated medically underserved area. 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.

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.

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.

General Funds are specifically allocated for the State Loan Repayment Program through SB 590 and HB 1817.

Should the 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 removed. 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, and increasing health care costs.

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

Source of Fund: 100% General Funds.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Lisa Morris', with a stylized, cursive script.

Lisa Morris  
Director, Division of Public Health

A handwritten signature in black ink, appearing to read 'Jeffrey A. Meyers', with a stylized, cursive script.

Approved by:

Jeffrey A. Meyers  
Commissioner

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% General Funds (Amended from 100% Other-NH Medical Malpractice Joint Underwriters Assn.)

Vendor # 263630-  
B001

**Holly Ramsey**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,000.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		20,000.00

Vendor # 268441-  
B001

**Martha Moorehead**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	5,000.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		10,000.00

Vendor # 268444-  
B001

**Kaleigh McA'Nulty**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	5,000.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		10,000.00

Vendor # 269088-  
B001

**Elizabeth Newton**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	5,000.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		10,000.00

Vendor # 267750-  
B001

**Lauren Frye**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,000.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		20,000.00
		TOTAL		70,000.00

**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") dated this 24th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Holly Ramsey, PA-C, (hereinafter referred to as "the Contractor"), an individual employed by Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$65,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Attachment 1, Memorandum of Agreement, State Loan Repayment Program in its entirety and replace with Attachment 1, Memorandum of Agreement Amendment #1, State Loan Repayment Program.



New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

12/12/18  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Holly Ramsey, PA-C

10/29/18  
Date

[Signature]  
Name: Holly B Ramsey  
Title: Physician Assistant

Acknowledgement of Contractor's signature:

State of New Hampshire County of Coos on 10/30/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Linda Blanchette, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: LINDA BLANCHETTE, Notary Public  
My Commission Expires August 8, 2023

New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract



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

OFFICE OF THE ATTORNEY GENERAL

Date

1/2/18

Name:  
Title:

*[Signature]*  
Name: *[Signature]*  
Title: *[Signature]*

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

**BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE**

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
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**MEMORANDUM OF AGREEMENT  
AMENDMENT #1  
State Loan Repayment Program**

Amendment #1 to the Agreement 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.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

### 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 amend the Memorandum of Agreement 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 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 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 amendment 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 \$20,000 over the service term. The agreement is to be effective January 1, 2019, or date of Governor and Executive Council approval, whichever is later through December 31, 2020. 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. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for 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. The Department is exercising this option.
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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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:

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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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.
- 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.

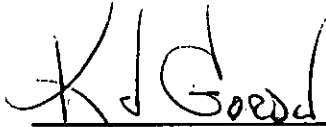
## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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 \$2,500 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 \$2,500 of providing services obligated under this contract.
  - f. Sixth payment of \$2,500 of providing services obligated under this contract.
  - g. Seventh payment of \$2,500 of providing services obligated under this contract.
  - h. Eighth payment of \$2,500 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 AMENDMENT #1

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



Ken Gordon, CEO  
Coos County Family Health Services

10-30-18

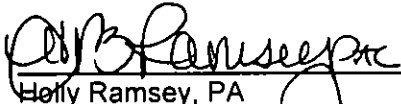
Date

Subscribed and sworn to before me, this 30<sup>th</sup> day of October, 2018.

SEAL

  
Notary Public

LINDA BLANCHETTE, Notary Public  
My Commission Expires August 8, 2023



Holly Ramsey, PA  
Coos County Family Health Services

10/29/2018

Date



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

11/15/18

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/12/2018

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> Hellen Hill <b>PHONE (A/C No. Ext.):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> hhill@crossagency.com	
<b>INSURED</b> Coos County Family Health Services, Inc. 133 Pleasant Street  Berlin NH 03570-2006		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> MEMIC Indemnity Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 18-19 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:			PHPK1676672	7/1/2018	7/1/2019	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 - COM/POP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1676678	7/1/2018	7/1/2019	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB590712	7/1/2018	7/1/2019	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.) NB All officers included	7/1/2018	7/1/2019	<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
A	Employee Dishonesty			PHPK1676672	7/1/2018	7/1/2019	Limit 300,000

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

## 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

M Guarino/JSC

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## Holly Ramsey, PA-C

(603) 752-2900

59 Page Hill Rd, Berlin, NH 03570  
hramsey@ccfhs.org

### Objectives

To extend my contract with the NH state loan repayment program (SLRP) so that I may continue to practice in an underserved population in Northern NH.

### 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  
DEA Registration  
Basic Life Support (BLS)  
Advanced Life Support (ACLS)  
NCCPA Certified  
NRCME Nation Registry

#1053, exp: 12/31/2018

#MH2361981

#2728913898





nh.gov  
Licensing Home



## Person Information

Name: HOLLY B RAMSEY, PA

## Address Information

Address: CCFHS 59 PAGE HILL ROAD city:BERLIN Zip: 03570 State: NH  
Phone: 6037522900

## License Information

License No: 1053 Profession: Medicine License Type: Physician Assistant (PA)  
License Status: Current Issue Date: 10/1/2014 Expiration Date: 12/31/2019

## Remarks

## No Related Documents

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



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Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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



NH DIVISION OF  
Public Health Services  
Improving health, preventing disease, reducing costs for all

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 Morrisette, 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:

Vendor	Employer	Term	SFY 16	SFY 17	SFY 18	SFY 19	Total
Traci Wagner, MD	Littleton Regional Healthcare at North Country Primary Care, Littleton	24 mths	3,750	6,875	3,125	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	3,375	6,250	2,875	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim Medical Grp, Antrim	24 mths	4,813	8,750	3,937	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester	36 mths	10,000	17,500	12,500	5,000	45,000
Holly Ramsey, PA	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	12,960	21,600	14,040	5,400	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	4,440	7,760	5,560	2,240	20,000

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 McAnulty, 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.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
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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>


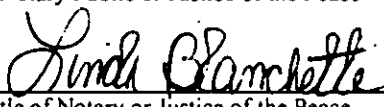
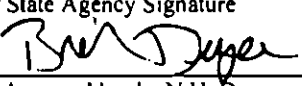
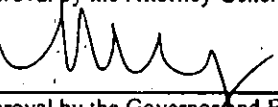
Subject: State Loan Repayment Program

**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.**

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 Borin, 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>Cross</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] 		LINDA BLANCHETTE, 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  Date: <u>11/15/15</u>		1.15 Name and Title of State Agency Signatory Brook Dyer / 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 / Legal - 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/R  
Date 11/10/15



Exhibit A

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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

## 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 HBR

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 (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.

11/6/15  
Date

Contractor Name:

Holly B Ramsey  
Name: Holly B Ramsey  
Title: PA



**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

HBR

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

HBK

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 Ramsay  
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 11/16/15



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 HBR



# 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</b> NAME: Vivian Vaudreuil PHONE (A/C No. Ex): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
<b>INSURED</b> Coos County Family Health Services 133 Pleasant Street  Berlin NH 03570-2006		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 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 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"/> PROJECT <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 - COM/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 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 <input checked="" type="checkbox"/> N N/A	3102802240 (3a.) NH All officers included	7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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.

<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  Jill Charnley/JSC <i>Jill S. Charnley</i>
--	---

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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 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 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 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.

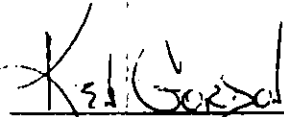
- a. First payment of \$5,000 of providing services obligated under this contract.
- b. Second payment of \$5,000 of providing services obligated under this contract.
- c. Third payment of \$5,000 of providing services obligated under this contract.
- d. Fourth payment of \$5,000 of providing services 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

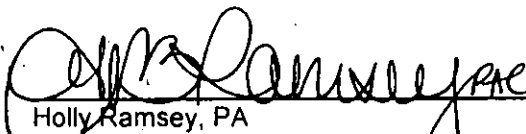
11/6/15  
Date

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

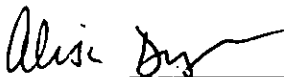
SEAL

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



**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") dated this 24th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Martha Moorehead, APRN, (hereinafter referred to as "the Contractor"), an individual employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$32,500.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Attachment 1, Memorandum of Agreement, State Loan Repayment Program in its entirety and replace with Attachment 1, Memorandum of Agreement Amendment #1, State Loan Repayment Program.

**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/12/18  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DHS

Martha Moorehead, APRN

11/2/18  
Date

[Signature]  
Name: Martha Moorehead  
Title: APRN

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belknap on 11/2/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Jenny G. Beaudet Admin. Assistant  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 3-25-2020

**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



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

**OFFICE OF THE ATTORNEY GENERAL**

1/2/18  
Date

[Signature]  
Name: Megan A. Yagle  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

**BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE**

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

**MEMORANDUM OF AGREEMENT (ATTACHMENT 1)  
AMENDMENT #1  
State Loan Repayment Program**

Amendment #1 to the Agreement between Martha Moorehead, 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.

# ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

## 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 amend the Memorandum of Agreement to make state loan repayment contributions for Martha Moorehead, 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 Belmont Family Health, Belmont Medical Center, 8 Corporate Drive, Belmont, NH 03220 (hereafter referred as the Practice Site).
2. The Practice Site is in a Medically Underserved Area/Population 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 amendment 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 \$10,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$10,000. The agreement is to be effective January 1, 2019, or date of Governor and Executive Council approval, whichever is later through December 31, 2020. 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. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for 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. The Department is exercising this option.
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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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:

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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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.
- 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 AMENDMENT #1

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 \$1,250 of providing services obligated under this contract.
  - b. Second payment of \$1,250 of providing services obligated under this contract.
  - c. Third payment of \$1,250 of providing services obligated under this contract.
  - d. Fourth payment of \$1,250 of providing services obligated under this contract.
  - e. Fifth payment of \$1,250 of providing services obligated under this contract.
  - f. Sixth payment of \$1,250 of providing services obligated under this contract.
  - g. Seventh payment of \$1,250 of providing services obligated under this contract.
  - h. Eighth payment of \$1,250 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 AMENDMENT #1

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

Cass Walker 11-1-18  
Cass Walker, CHRO, VP Administrative & Support Services Date  
LRGHealthcare

Subscribed and sworn to before me, this 1<sup>st</sup> day of November, 2018.  
SEAL

James A. Beaudet  
Notary Public my Commission Expires: 3/25/2020

Martha Moorehead 11/2/18  
Martha Moorehead, APRN Date  
Belmont Family Health

Alisa Druzba 11/15/18  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section

**MARTHA JUDE MOOREHEAD**

Belmont Family Health  
Belmont Medical Center  
8 Corporate Drive  
Belmont, NH 03220

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**PROFESSIONAL SUMMARY**

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**Advanced Practice Registered Nurse**

Experienced in pediatrics and currently practicing family practice in a high-volume office with two providers managing a large panel of patients. Providing quality and compassionate care to all.

Currently on the board of credentialing at LRGHealthcare assisting and maintaining the integrity of the credentialing process for all providers in house, satellite, and locum providers.

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**CREDENTIALS**

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<b>APRN , FNP-C</b>	License Number 057943-23	1-14/15- Present
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<b>Registered Nurse</b>	License Number 057943-21	6/18/2007- Present
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**EXPERIENCE**

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**Advanced Practice Registered Nurse**

*Belmont Family Health (formerly known as Belknap Family Health Center)  
Belmont, NH 03220*

5/1/17- Present

**Advanced Practice Registered Nurse**

*Westside Pediatrics/Family Practice  
Franklin, NH 03235*

1/19/15-

8/1/2017

2007-2014

**Registered Nurse Telemetry, and Intensive Care**

*Lakes Region General Hospital, Laconia, NH*

*Franklin Regional Hospital, Franklin, NH*

**Registered Nurse POCC/PACU, and Intensive Care**

*Lakes Region General Hospital, Laconia, NH*

2008-2014

**Adult Trauma ICU**

*Dartmouth Hitchcock Medical Center, Lebanon, NH*

Nov 2011-July 2012

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**EDUCATION**

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**Associate, Nursing**

*New Hampshire Technical Institute, Concord, New Hampshire*

2007

**Baccalaureate in Nursing**

*Franklin Pierce University, Concord New Hampshire*

2011

**Advanced Practice Registered Nurse – Family Nurse Practitioner**

*University Of New Hampshire, Durham, New Hampshire*

12/31/14

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**CERTIFICATIONS**

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**Intravenous Certification**

2007-Current

**Basic Life Support**

2004-Current

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<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>	

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References and CV available upon request



# NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing  
Home

## Person Information

Name: MARTHA JUDE MOOREHEAD

## License Information

License No: 057943-23 Profession: Nursing License Type: APRN-NP-Family  
License Status: Active Issue Date: 1/14/2015 Expiration Date: 7/2/2020

All ARNP 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

No Related Documents

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



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2018

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	<b>CONTACT</b> NAME: PHONE (A/C No, Ext): FAX (A/C No): E-MAIL: ADDRESS:
<b>CN107277084-LRG-GLPL-19-20</b>	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Granite Shield Insurance Exchange INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> LRGHealthcare 80 Highland Street Laconia, NH 03248	<b>NAIC #</b>

## COVERAGES

CERTIFICATE NUMBER:

NYC-010340598-02

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	ADOL SUBR INSD YVO	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:		GSIE-PRIM-2019-103	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 37,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 47,000,000 PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2019-103	01/01/2019	01/01/2020	SEE ABOVE

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

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Health and 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.

Elizabeth Stapleton

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2019

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

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

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246		<b>CONTACT NAME:</b> Tracy Andriski, CISR <b>PHONE (A/C, No. Ext):</b> (803) 524-2425 <b>FAX (A/C, No):</b> (803) 524-3688 <b>E-MAIL ADDRESS:</b> tandriski@crossagency.com	
<b>INSURED</b> LRGHealthcare 80 Highland Street Laconia NH 03246		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> MEMIC Indemnity Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 11030	

**COVERAGES** **CERTIFICATE NUMBER:** CL1810985682 **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	ADOL SUBR INSD WYD	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"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					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 \$ \$
A	<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	3102806892	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<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  <i>Tracy Andriski</i>
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21 mac



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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



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 Morrisette, 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:

Vendor	Employer	Term	SFY 16	SFY 17	SFY 18	SFY 19	Total
Traci Wagner, MD	Littleton Regional Healthcare at North Country Primary Care, Littleton	24 mths	3,750	6,875	3,125	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	3,375	6,250	2,875	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim Medical Grp, Antrim	24 mths	4,813	8,750	3,937	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester	36 mths	10,000	17,500	12,500	5,000	45,000
Holly Ramsey, PA	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	12,960	21,600	14,040	5,400	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	4,440	7,760	5,560	2,240	20,000

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


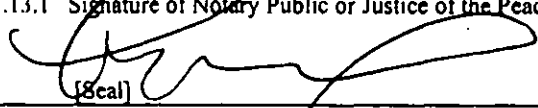
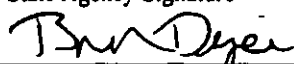
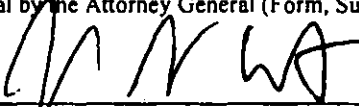
Subject: State Loan Repayment Program

**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>11/15/2015</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 Lynn Marcoux			
1.14 State Agency Signature  Date: <u>11/19/15</u>		1.15 Name and Title of State Agency Signatory Brook Dyer / Brook chf	
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 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.

mm  
11/5/15



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.

mm  
11/5/18



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.

MM  
Date 11/5/15



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.

mm  
11/5/15



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.

*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

11/5/18



**Exhibit E**

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

Exhibit E – Certification Regarding Lobbying

Contractor Initials

*mm*

Date

*11/5/15*



**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

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 (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:

11/5/15  
Date

*Martha Moorehead*  
Name: *Martha Moorehead*  
Title: *APRN*

Contractor Initials

Date

*MM*  
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*  
*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:

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

11/5/15  
Date

Contractor Name:

Martha Moorehead  
Name: Martha Moorehead  
Title: APRN

Exhibit G

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 2 of 2

Contractor Initials

Date

MM  
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

Martha Moorehead APRN  
Name: Martha Moorehead  
Title: APRN

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

CU/DHHS/011414

Page 1 of 1

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).

PRODUCER  
MARSH USA, INC.  
99 HIGH STREET  
BOSTON, MA 02110  
Attn: Boston.centrquest@marsh.com

CONTACT NAME:	
PHONE (A/C No. Ext):	FAX (A/C No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Granite Shield Insurance Exchange	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

319078-LRG-gener-15-16.

INSURED  
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	GENERAL LIABILITY		GSIE-PRM-2015-103	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 12,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					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

*Susan Molloy*

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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>	
	<b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378	
<b>INSURED</b>  LRGHealthcare 80 Highland Street Laconia, NH 03246	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Safety National Casualty Corporation	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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/PO/ AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<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				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/>	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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:</b> Excess Workers Compensation <b>CARRIER:</b> Safety National Casualty Corporation <b>POLICY TERM:</b> 01/01/2015-01/01/2016 <b>POLICY NUMBER:</b> AGC4052461	<b>Self-Insured Retention Per Occurrence:</b> \$500,000 <b>Maximum Limit of Indemnity Per Occurrence:</b> Statutory <b>Employers' Liability Maximum Limit of Indemnity</b> <b>Per Occurrence &amp; Aggregate:</b> \$1,000,000



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 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.

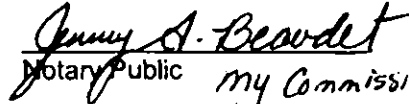
ATTACHMENT 1 – MEMORANDUM OF AGREEMENT


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

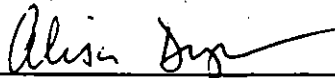
 11-4-15  
Cass Walker, VP Administrative & Support Services Date  
LRGHealthcare

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  
[REDACTED]

#### 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

**APRN , FNP-C**

License Number 057943-23

1-14/15-  
Present

**Registered Nurse**

License Number 057943-21

6/18/2007-  
Present

#### EXPERIENCE

**Advanced Registered Nurse Practitioner**

*Westside Pediatrics/Family Practice  
Franklin, NH 03235*

1/19/15-  
Present

2007-2014

**Registered Nurse Telemetry, and Intensive Care**

*Lakes Region General Hospital, Laconia, NH  
Franklin Regional Hospital, Franklin, NH*

**Registered Nurse POCC/PACU, and Intensive Care**

*Lakes Region General Hospital, Laconia, NH*

2008-2014

**Adult Trauma ICU**

*Dartmouth Hitchcock Medical Center, Lebanon, NH*

Nov 2011-July 2012

#### EDUCATION

**Associate, Nursing**

*New Hampshire Technical Institute, Concord, New Hampshire  
Baccalaureate in Nursing*

2007

2011

*Franklin Pierce University, Concord New Hampshire*

**Advanced Practice Registered Nurse – Family Nurse Practitioner**

*University Of New Hampshire, Durham, New Hampshire*

12/31/14

#### CERTIFICATIONS

**Intravenous Certification**

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

Details



## Online Licensing

Person Information	
Name: MARTHA JUDE MOOREHEAD	
License Information	
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.	
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 Department of Health and Human Services  
State Loan Repayment Program Contract**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") dated this 24th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lauren Frye, DO, (hereinafter referred to as "the Contractor"), an individual employed by Memorial Hospital, 3073 White Mountain Highway, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$57,500.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Attachment 1, Memorandum of Agreement, State Loan Repayment Program in its entirety and replace with Attachment 1, Memorandum of Agreement Amendment #1, State Loan Repayment Program.



**New Hampshire Department of Health and Human Services**  
**State Loan Repayment Program Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

12/12/18  
Date

State of New Hampshire  
Department of Health and Human Services

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

10/30/18  
Date

Lauren Frye, DO

[Signature]  
Name: Lauren Frye  
Title: DO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Carroll on OCT 30, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ann M. Bento  
Signature of Notary Public or Justice of the Peace

Ann M. Bento  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/06/2018



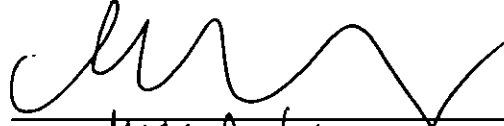
**New Hampshire Department of Health and Human Services**  
**State Loan Repayment Program Contract**



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

**OFFICE OF THE ATTORNEY GENERAL**

1/2/16  
Date

  
Name: Michael A. Felt  
Title: Attorney General

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

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

**BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE**

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

**MEMORANDUM OF AGREEMENT (ATTACHMENT 1)  
AMENDMENT #1  
State Loan Repayment Program**

Amendment #1 to the Agreement 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.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

### 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 amend the Memorandum of Agreement to make 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 Women's Health 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 amendment 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 \$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, 2019, or date of Governor and Executive Council approval, whichever is later through December 31, 2020. 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. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for 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. The Department is exercising this option.
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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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:

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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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.
- 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 AMENDMENT #1

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 \$2,500 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 \$2,500 of providing services obligated under this contract.
  - f. Sixth payment of \$2,500 of providing services obligated under this contract.
  - g. Seventh payment of \$2,500 of providing services obligated under this contract.
  - h. Eighth payment of \$2,500 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 AMENDMENT #1

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


  
\_\_\_\_\_  
Scott McKinnon, President/CEO  
Memorial Hospital

\_\_\_\_\_  
Date

Oct 30 2018

Subscribed and sworn to before me, this 30th day of October, 2018.

SEAL

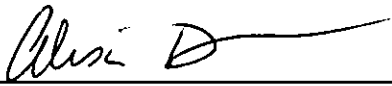
  
\_\_\_\_\_  
Notary Public



  
\_\_\_\_\_  
Lauren Frye, DO  
Women's Health at Memorial Hospital

\_\_\_\_\_  
Date

10/30/18

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

\_\_\_\_\_  
Date

11/15/18

# Lauren Frye, DO

## EXPERIENCE

---

2011 – 2015	Crozer-Chester Medical Center	Upland, PA
Resident		
Administrative Chief Resident 2014-2015		
<ul style="list-style-type: none"><li>• Society for Maternal-Fetal Medicine 2014 Resident Award for Excellence in Obstetrics</li><li>• Society of Laparoendoscopic Surgeons Resident Achievement Award 2015</li></ul>		
2015 – Present	Memorial Hospital	North Conway, NH
Obstetrician/Gynecologist		

## EDUCATION

---

2007 – 2011	Lake Erie College of Osteopathic Medicine	Erie, PA
Doctor of Osteopathic Medicine		
<ul style="list-style-type: none"><li>• LECOM Ambassador Scholarship 2009</li><li>• LECOM Touch Pin Recipient 2011</li></ul>		
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		
<ul style="list-style-type: none"><li>• 1856 Academic Achievement Award</li></ul>		
2000	American University	Washington, DC
Justice Program		

## RESEARCH AND PRESENTATIONS

---

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

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#### 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

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#### 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

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#### INTERESTS

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International Medicine, Travelling, Hiking/Camping, Cooking, Photography

Lauren Frye, DO  
223 Poliquin Drive Conway, NH 03818  
Ph: 610-639-6928, Email: Lauren.R.Frye@Gmail.com



nh.gov  
Licensing  
Home

Person Information			
Name: LAUREN R FRYE, DO			
Address Information			
Address:	MEMORIAL HOSPITAL	3073 WHITE MTN HIGHWAY	City: NORTH CONWAY Zip: 03860 State: NH
Phone:	6033569355		
License Information			
License No:	17108	Profession:	Medicine License Type: Physician
License Status:	Current	Issue Date:	6/3/2015 Expiration Date: 6/30/2019
Additional Information			
Specialty:	Obstetrics & Gynecology		
Board Certification Information			
Board Certified	Certification	Expiration	ABMS Board Specialties
No			
Medical Education Information			
Type	Facility Name	Country	Year
Medical School	LAKE ERIE COLLEGE OF OSTEOPATHIC MEDICINE	USA	2011
Internship	CROZER-CHESTER MEDICAL CENTER - UPLAND, PA		2012
Residency	CROZER-CHESTER MEDICAL CENTER - UPLAND, PA		2015
Remarks			
No Related Documents			
Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.			



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2018

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> Medical Mutual Insurance Company of Maine One City Center PO Box 15275 Portland, ME 04112	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 2077752791 <b>FAX (A/C, No):</b> 2075238320 <b>E-MAIL ADDRESS:</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Medical Mutual Ins Co of Maine <b>INSURER B:</b> Medical Mutual Ins Co of Maine <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Memorial Hospital 3073 White Mountain Highway  North Conway NH 03860	<b>NAIC #</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	ADOL 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	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

State of New Hampshire  
Department of Health and 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

*Frank W. Luni*

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THEMEMO-03

DLIBBY1

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2018

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

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

<b>PRODUCER</b> License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (207) 829-3450	<b>FAX (A/C, No):</b> (207) 829-6350
<b>INSURED</b>  The Memorial Hospital 3073 White Mountain Highway North Conway, NH 03860	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Maine Employers' Mutual Insurance Company	<b>NAIC #</b> 11149
	<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 - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<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 type="checkbox"/>	N/A	3102806246	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Department of Health and 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



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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



NH DIVISION OF  
Public Health Services  
improving health, preventing disease, reducing costs for all

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 Morrisette, 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:**

Vendor	Employer	Term	SFY 16	SFY 17	SFY 18	SFY 19	Total
Traci Wagner, MD	Littleton Regional Healthcare at North Country Primary Care, Littleton	24 mths	3,750	6,875	3,125	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	3,375	6,250	2,875	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim Medical Grp, Antrim	24 mths	4,813	8,750	3,937	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester	36 mths	10,000	17,500	12,500	5,000	45,000
Holly Ramsey, PA	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	12,960	21,600	14,040	5,400	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	4,440	7,760	5,560	2,240	20,000

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

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

1.13 Acknowledgement: State of NH, County of Carroll

On Nov 17, 2015, 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]

Ann M. Bento

1.13.2 Name and Title of Notary or Justice of the Peace

Ann M. Bento, Notary Public

1.14 State Agency Signature

Marcella Robinsky

Date: 11/17/15

1.15 Name and Title of State Agency Signatory

MARCELLA ROBINSKY, ACTING DIRECTOR

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:

11/25/15

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.



Exhibit A

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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.

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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

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

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials

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Date

11/17/15



Exhibit E

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

Exhibit E – Certification Regarding Lobbying

Page 1 of 1

Contractor Initials LF  
Date 11/17/15



**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 (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:

11/17/15  
Date

Lauren Frige  
Name:  
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

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:

Date

Name:  
Title:

Lauren Frye  
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

Lauren Frye  
Name: Lauren Frye  
Title: DO



Exhibit I

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

Page 1 of 1

CUDHHS/011414

Contractor Initials LF  
Date 11/17/15

New Hampshire Department of Health and Human Services



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 VF

Date 11/17/15

THEMEMO-01 MARSENAULT  
DATE (MM/DD/YYYY)  
10/30/2016



# 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  
Norton Insurance Agency  
275 US Route 1  
Cumberland Foreside, ME 04110

CONTACT NAME:  
PHONE (A/C No. Ext): (207) 829-3450 FAX (A/C No.): (207) 829-6350  
E-MAIL:  
ADDRESS:

INSURER(S) AFFORDING COVERAGE  
INSURER A: AIM Mutual Ins Comp  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
The Memorial Hospital, ETAL  
3073 White Mountain Highway  
North Conway, NH 03860

REVISION NUMBER:

## COVERAGES CERTIFICATE 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 Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					COMBINED SINGLE LIMIT (Ea accident) \$
	POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC <input type="checkbox"/>					BODILY INJURY (Per person) \$
	OTHER:					BODILY INJURY (Per accident) \$
	AUTOMOBILE LIABILITY					PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					\$
	ALL OWNED AUTOS	SCHEDULED AUTOS				\$
	HIRED AUTOS	NON-OWNED AUTOS				\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	ECC-600-40001690-2015A	01/01/2015	01/01/2016	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					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)

## 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

*Anne Belding*

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# 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:

PHONE

(A/C No. Ext):

E-MAIL

ADDRESS:

2077752791

## FAX

(A/C No.):

2075238320

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Medical Mutual Ins Co of Maine

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

Memorial Hospital  
3073 White Mountain Highway

NH

03860

## REVISION NUMBER:

## COVERAGES

## CERTIFICATE 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		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 - COMPROP AGG \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	OTHER:					
	AUTOMOBILE LIABILITY					EACH OCCURRENCE \$ AGGREGATE \$
	<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				
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				E.L. EACH ACCIDENT \$
	DED	RETENTION \$				E.L. DISEASE - EA EMPLOYEE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A			E.L. DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
	If yes, describe under DESCRIPTION OF OPERATIONS below					

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

Frank W. Farni

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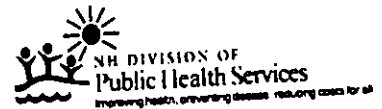


Nicholas A. Tompkins  
Commissioner

Marcello J. Boblasky  
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 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 Program

Contractor Initials LF

Date 11/11/15

## 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.

- a. First payment of \$3,750 of providing services obligated under this contract.
- b. Second payment of \$3,750 of providing services obligated under this contract.
- c. Third payment of \$3,750 of providing services obligated under this contract.
- d. Fourth payment of \$3,750 of providing services obligated under this contract.
- e. Fifth payment of \$3,125 of providing services obligated under this contract.
- f. Sixth payment of \$3,125 of providing services obligated under this contract.
- g. Seventh payment of \$3,125 of providing services obligated under this contract.
- h. Eighth payment of \$3,125 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. 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 \$3,750 of providing services obligated under this contract.
- b. Second payment of \$3,750 of providing services obligated under this contract.
- c. Third payment of \$3,750 of providing services obligated under this contract.
- d. Fourth payment of \$3,750 of providing services obligated under this contract.
- e. Fifth payment of \$3,125 of providing services obligated under this contract.
- f. Sixth payment of \$3,125 of providing services obligated under this contract.
- g. Seventh payment of \$3,125 of providing services obligated under this contract.
- h. Eighth payment of \$3,125 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.

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

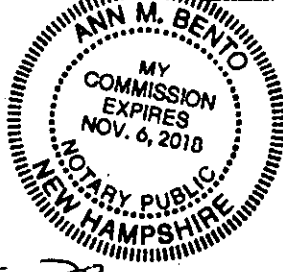
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

  
\_\_\_\_\_  
Scott McKinnon, CEO  
Memorial Hospital

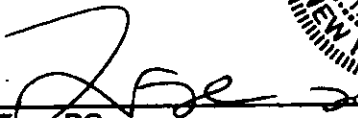
11/17/15  
Date

Subscribed and sworn to before me this 17<sup>th</sup> day of November, 2015.

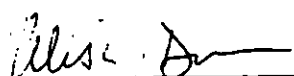
SEAL



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

  
\_\_\_\_\_  
Lauren Faye, 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

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

2007 – 2011	Lake Erie College of Osteopathic Medicine	Eric, 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

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

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#### VOLUNTEER AND EXTRACURRICULAR ACTIVITIES

---

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

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#### PROFESSIONAL MEMBERSHIPS

---

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

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#### 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. 328:1-61)

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 M.D.

**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") dated this 24th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Kaleigh McA'Nulty, PA, (hereinafter referred to as "the Contractor"), an individual employed by Lamprey Healthcare, 207 South Main Street, Newmarket, NH 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$32,500.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Attachment 1, Memorandum of Agreement, State Loan Repayment Program in its entirety and replace with Attachment 1, Memorandum of Agreement Amendment #1, State Loan Repayment Program.



**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**

This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

12/12/18  
Date

[Signature]  
Name: LISA MORRIS  
Title: DIRECTOR, DPHS

Kaleigh McA'Nulty, PA

11/9/18  
Date

[Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on Nov. 9, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Michelle L. Gaudet, notary  
Name and Title of Notary or Justice of the Peace

**MICHELLE L. GAUDET, Notary Public**  
**My Commission Expires August 2, 2022**  
My Commission Expires: \_\_\_\_\_

**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



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

**OFFICE OF THE ATTORNEY GENERAL**

Date 1/2/18

Name: Megan A. Apple  
Title: Attorney

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

**OFFICE OF THE SECRETARY OF STATE**

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF PUBLIC HEALTH SERVICES***  
***BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE***

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dbhs.nh.gov

**MEMORANDUM OF AGREEMENT (ATTACHMENT 1)**  
**AMENDMENT #1**  
**State Loan Repayment Program**

Amendment #1 to the Agreement between Kaleigh McAnulty, PA, Contractor, Lamprey 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).

**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.

# ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

## 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 amend the Memorandum of Agreement to make state loan repayment contributions for Kaleigh McAnulty, 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 Lamprey Healthcare, 207 South Main Street, Newmarket, NH 03857 (hereafter referred to as the Employer), and is working full-time at Lamprey Healthcare, 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 amendment 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 \$10,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$10,000. The agreement is to be effective January 1, 2019, or date of Governor and Executive Council approval, whichever is later through December 31, 2020. 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. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for 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. The Department is exercising this option.
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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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:

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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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.
- 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 AMENDMENT #1

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 \$1,250 of providing services obligated under this contract.
  - b. Second payment of \$1,250 of providing services obligated under this contract.
  - c. Third payment of \$1,250 of providing services obligated under this contract.
  - d. Fourth payment of \$1,250 of providing services obligated under this contract.
  - e. Fifth payment of \$1,250 of providing services obligated under this contract.
  - f. Sixth payment of \$1,250 of providing services obligated under this contract.
  - g. Seventh payment of \$1,250 of providing services obligated under this contract.
  - h. Eighth payment of \$1,250 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 AMENDMENT #1

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

  
\_\_\_\_\_  
Gregory White, CEO  
Lamprey Healthcare

11/9/18  
Date

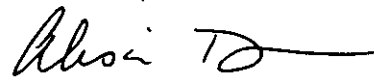
Subscribed and sworn to before me, this 9<sup>th</sup> day of November, 2018.

SEAL

  
\_\_\_\_\_  
Notary Public MICHELLE L. GAUDET, Notary Public  
My Commission Expires August 2, 2022

  
\_\_\_\_\_  
Kaleigh McAululty, PA  
Lamprey Healthcare

11/9/18  
Date

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

11/15/18  
Date



LAMPHEA-01

LHANNON

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2018

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

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

PRODUCER License # 1780862 HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT Dan Joyal	
	PHONE (A/C, No, Ext): (774) 233-6208	FAX (A/C, No):
	E-MAIL dan.joyal@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Atlantic Charter Insurance Company	44326
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
  
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 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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1842105	07/01/2018	07/01/2019	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 \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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	WCA00545406	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE 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)

## 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

## **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 in addition to 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**

---

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**

January 2013	NCCPA Certified Physician Assistant
September 2013	Basic Life Support
June 2014	NRCME Certified Medical Examiner for commercial motor vehicle Drivers
March 2015-Present	Physician Assistant license to practice, New Hampshire

**Professional Memberships**

2011-Present	American Academy of Physician Assistants
2012	Alpha Eta, National Scholastic Honor Society for Allied Health Professions

**Computer Skills**

- Familiarity with several electronic medical record systems, including Athena, Centricity, Epic, and Meditech.
- Proficient in Microsoft Excel and Powerpoint



## NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing  
Home

### Person Information

Name: KALEIGH A MCA'NULTY, PA

### Address Information

Address: LAMPREY HEALTH CARE 22 PROSPECT ST city: NASHUA Zip: 03060 State: NH  
Phone: 6038831626

### License Information

License No: 1078 Profession: Medicine License Type: Physician Assistant (PA)  
License Status: Current Issue Date: 3/4/2015 Expiration Date: 12/31/2019

### Remarks

No Related Documents

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



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21 mac



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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



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 Morrisette, 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:**

Vendor	Employer	Term	SFY 16	SFY 17	SFY 18	SFY 19	Total
Traci Wagner, MD	Littleton Regional Healthcare at North Country Primary Care, Littleton	24 mths	3,750	6,875	3,125	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	3,375	6,250	2,875	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim Medical Grp, Antrim	24 mths	4,813	8,750	3,937	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester	36 mths	10,000	17,500	12,500	5,000	45,000
Holly Ramsey, PA	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	12,960	21,600	14,040	5,400	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	4,440	7,760	5,560	2,240	20,000

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

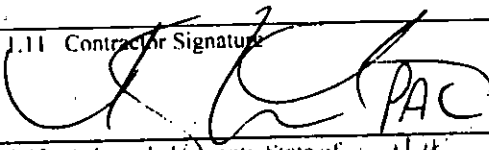
Subject: State Loan Repayment Program

**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 McAnulty, 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 McAnulty, 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 <u>Rossy Lopez</u> [See!] ROSSY LOPEZ, Notary Public My Commission Expires February 2, 2018			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Rossy Lopez Notary Public</u>			
1.14 State Agency Signature <u>Brook Dye</u> Date: <u>11/13/15</u>		1.15 Name and Title of State Agency Signatory <u>Brook Dye / 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: <u>NR CA</u> 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.



Exhibit A

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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.



## 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.

KM

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.

KM

11/4/15



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.

KM

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.

KM

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

KM  
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.

11/4/15  
Date

Contractor Name:

Name: Kaleigh 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:

11/4/15

Date


  
Name: Katelyn McArthur  
Title: Physician Assistant

Exhibit G

Contractor Initials

KM

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 2 of 2

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:

Kate M. Murphy  
Title: Physician Assistant

Contractor Initials

Date

KM  
11/4/15

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

CU/DHHS/011414

Page 1 of 1

Contractor Initials

KM

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

KM

Client#: 246027

LAMPREYHEA1

ACORD

## 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): 978 657-5100 FAX (A/C, No): 978-988-0038 E-MAIL ADDRESS:															
<b>INSURED</b> Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity</td> <td>18058</td> </tr> <tr> <td>INSURER B: Atlantic Charter Insurance Comp</td> <td>44326</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: Philadelphia Indemnity	18058	INSURER B: Atlantic Charter Insurance Comp	44326	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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	ADDSUBR 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		PHPK1191125	07/01/2015	07/01/2016	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 \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$1,000,000 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 <input type="checkbox"/> RETENTION \$		PHUB463239	07/01/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA00545403	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (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.

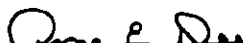
## CERTIFICATE HOLDER

## 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



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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 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 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-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 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 else 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.

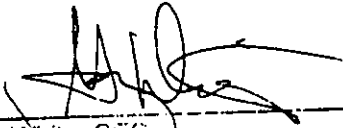
## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

- 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.
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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

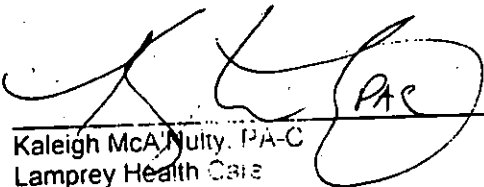
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

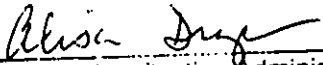
  
\_\_\_\_\_  
Gregory White, CEO  
Lamprey Health Care  
Date 11/4/15

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 McAnulty, PA-C  
Lamprey Health Care  
Date 11/4/15

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

## **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**

---

- 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 Devers, 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**

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**

2011-Present	American Academy of Physician Assistants
2012	Alpha Eta, National Scholastic Honor Society for Allied Health Professions

**Computer Skills**

- Familiarity with several electronic medical record systems, including Athena, Centricity, Epic, and Meditech.
- Proficient in Microsoft Excel and Powerpoint

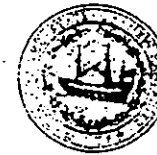
Change of address must be reported to:  
New Hampshire State Board of Medicine  
121 South Fruit Street, Suite 301  
Concord, NH 03301

*State of New Hampshire*  
BOARD OF MEDICINE

KALEIGH A MCA'NULTY, PA

License #: 1078

Issued: 3/4/2015



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

KALEIGH A MCA'NULTY, 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

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





**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the State Loan Repayment Program Contract**

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") dated this 24th day of October, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Elizabeth Newton, APRN, FNP-C, (hereinafter referred to as "the Contractor"), an individual employed by Ammonoosuc Community Health Services, Inc., 25 Mount Eustis Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2015, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
December 31, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$55,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Attachment 1, Memorandum of Agreement, State Loan Repayment Program in its entirety and replace with Attachment 1, Memorandum of Agreement Amendment #1, State Loan Repayment Program.

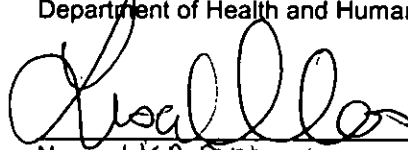
**New Hampshire Department of Health and Human Services  
State Loan Repayment Program Contract**



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

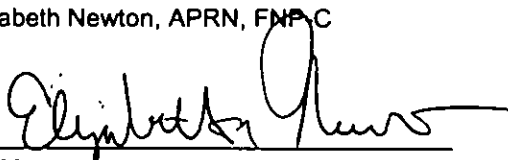
State of New Hampshire  
Department of Health and Human Services

12/12/18  
Date

  
Name: LISA MORRIS  
Title: DIRECTOR, DPAS

Elizabeth Newton, APRN, FNP-C

10/6/18  
Date

  
Name:  
Title:

Acknowledgement of Contractor's signature:

State of N. H., County of Grafton on 10/6/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

  
Signature of Notary Public or Justice of the Peace

Barbara Fullerton, N.P.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: BARBARA J. FULLERTON, Notary Public  
~~My Commission Expires October 3, 2023~~

**New Hampshire Department of Health and Human Services**  
**State Loan Repayment Program Contract**



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

OFFICE OF THE ATTORNEY GENERAL

1/2/18  
Date

[Signature]  
Name: Michael A. C. [Signature]  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



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

**BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE**

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4638 1-800-852-3345 Ext. 4638  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

**MEMORANDUM OF AGREEMENT (ATTACHMENT 1)**  
**AMENDMENT #1**  
**State Loan Repayment Program**

Amendment #1 to the Agreement between Elizabeth Newton, APRN, Contractor, Ammonoosuc Community Health Services, Inc. (ACHS), 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.

EDN  
10/26/18

# ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

## 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 amend the Memorandum of Agreement to make state loan repayment contributions for Elizabeth Newton, 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 Ammonoosuc Community Health Services, Inc. (ACHS), 25 Mt. Eustis Road, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at ACHS-Woodsville, 79 Swiftwater Road, Woodsville, NH 03785 and ACHS-Warren, Route 25, Main Street, Warren, NH 03279 (hereafter referred to as the Practice Sites).
2. The Practice Sites are a Federally Qualified Health Center located in a Health Professional Shortage Area. The geographic areas to be served are 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 amendment 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 \$10,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$10,000. The agreement is to be effective January 1, 2019, or date of Governor and Executive Council approval, whichever is later through December 31, 2020. 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. The original contract Exhibit C-1, sub section 3, Extension, contained the option to extend the agreement for 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. The Department is exercising this option.
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.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

- 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:
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.

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

- 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.
- 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

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

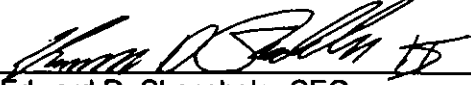
employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.

7. The Contractor will be paid by the State in 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 \$1,250 of providing services obligated under this contract.
  - b. Second payment of \$1,250 of providing services obligated under this contract.
  - c. Third payment of \$1,250 of providing services obligated under this contract.
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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 AMENDMENT #1

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

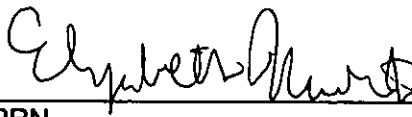
  
\_\_\_\_\_  
Edward D. Shanshala, CEO  
Ammonoosuc Community Health Services, Inc.

10/26/2018  
Date

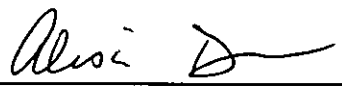
Subscribed and sworn to before me, this 26<sup>th</sup> day of October, 2018.

SEAL

  
\_\_\_\_\_  
Carol A. REMENWAY, Notary Public  
My Commission Expires October 21, 2020

  
\_\_\_\_\_  
Elizabeth Newton, APRN  
Ammonoosuc Community Health Services, Inc.

10/26/18  
Date

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

11/15/18  
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 (May 2014-August 2014)**

- 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 (Jan 2013-April 2013)**

- 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 (Sept 2012-Dec 2012)**

- 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-Aug 2012)**

- 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-Aug 2012)**

- 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 Manual 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 Manual 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



**nh.gov**  
**Licensing**  
**Home**

**Person Information**

**Name:** ELIZABETH J NEWTON

**License Information**

**License No:** 067338-23 **Profession:** Nursing **License Type:** APRN-NP-Family  
**License Status:** Active **Issue Date:** 7/7/2015 **Expiration Date:** 12/10/2020

All ARNP 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

No Related Documents

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



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AMMOCOM-01

AGOULD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2018

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

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

PRODUCER License # AGR8150  
Clark Insurance  
One Sundial Ave Suite 302N  
Manchester, NH 03103

CONTACT  
NAME:  
PHONE (A/C, No, Ext): (603) 716-2363 FAX (A/C, No): (603) 622-2854  
E-MAIL ADDRESS: agould@clarkinsurance.com

INSURED  
  
Ammonoosuc Community Health Services, Inc. ACHS  
25 Mt Eustis Road  
Littleton, NH 03561

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia	31325
INSURER B: Technology Insurance Company	42376
INSURER C: CFC Underwriting Limited	
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	ADOL 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:			ADV5363386	10/04/2018	10/04/2019	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			ADV5363386	10/04/2018	10/04/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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	TWC3724690	07/07/2018	07/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber Risk			INT-PNJ-293-096	06/23/2018	06/23/2019	Deductible \$5,000 1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of NH Department of Health & Human Services  
128 Pleasant St  
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



AMMOCOM-01

MARYMAYER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2018

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

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

PRODUCER NFP Property & Casualty Services, Inc. PO Box 2127 620 Hinesburg Road South Burlington, VT 05407	CONTACT NAME: Mary Mayer	
	PHONE (A/C, No, Ext): (802) 851-3356 FAX (A/C, No): (802) 658-9419	
	E-MAIL Address: mary.mayer@nfp.com	
INSURED Ammonoosuc Community Health Services, Inc. Attn: Edward Shanshala 25 Mount Eustis Road Littleton, NH 03581	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Homeland Insurance Company of New York	34452
	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 SUBR INSD YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	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 \$
A	Medical Professional		MFL0040440718	07/01/2018	07/01/2019	\$1M ea cl / \$3M aggr

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

Medical Professional Liability coverage is provided on a claims made basis for the following individuals while working on behalf of or at the direction of Ammonoosuc Community Health Center, Inc. Coverage excludes claims covered by the Federal Tort Claims Act. Retroactive Date - 7/01/1988.

Jessica Thibodeau, ARNP Retroactive Date: 01/15/1996

Phillip Lawson, MD Retroactive Date: 08/15/1997

Stephen M. Noyes, MSW Retroactive Date: 01/02/2001

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

NH Dept. 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 <i>Matthew Thibodeau</i>



# **ADDITIONAL REMARKS SCHEDULE**

 Page 1 of 1

AGENCY <b>NFP Property &amp; Casualty Services, Inc.</b>		NAMED INSURED <b>Ammonoosuc Community Health Services, Inc.</b> Attn: Edward Shanshala 25 Mount Eustis Road Littleton, NH 03561	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

### **Description of Operations/Locations/Vehicles:**

Evelyn Hagan, ARNP Retroactive Date: 07/16/2001  
 Barbara Ford, ARNP Retroactive Date: 07/01/2002  
 Nicole Fischer, APRN Retroactive Date: 01/03/2007  
 Aaron Soinit, MD Retroactive Date: 10/01/2007 Woodsville, NH  
 Loren Soinit, MD Retroactive Date: 10/01/2007 Woodsville, NH  
 Sarah Young-Xu, MD Retroactive Date: 10/01/2007  
 Alexandria Noble, APRN Retroactive Date: 05/22/2008  
 Caitlin O'Donnell, MD Retroactive Date: 08/19/2008  
 David Nelson, DO Retroactive Date: 01/11/2010  
 Patricia Pratt, MD Retroactive Date: 01/01/2013  
 Kathleen Smith, MD Retroactive Date: 02/25/2013  
 Clare Wilmot, MD Retroactive Date: 07/01/2013  
 Nicole Houston, APRN Retroactive Date: 11/21/2013  
 Nataliya Sundina, PA Retroactive Date: 12/16/2013  
 Imelyn Lahey, MD Retroactive Date: 01/02/2014  
 Julianne Bailey, LCMHC Retroactive Date: 10/6/2014  
 Karen Bonhoto, NP Retroactive Date: 03/31/2015  
 Elizabeth Newton, FNP Retroactive Date: 08/31/2015  
 Melissa Buddensee, MD Retroactive Date: 09/12/2015  
 Lisa Bujno, NP Retroactive Date: 11/16/2015  
 Joshua Gleiner, PA Retroactive Date: 01/05/2016  
 Judith Santy, LICSW Retroactive Date: 08/01/2016  
 David Ferris, DO Retroactive Date: 10/31/2016  
 Kristen Crowley, LICSW Retroactive Date: 12/01/2016  
 Kristina Tran, DDS Retroactive Date: 03/15/2017  
 Amy Page, APRN Retroactive Date: 04/01/2017  
 Jeffrey Williams, DMD Retroactive Date: 07/20/2017  
 Miriam Simon, PA-C Retroactive Date: 09/11/2017  
 Sarah Blanchard, PA Retroactive Date: 10/23/2017  
 Hiren Korat, DMD Retroactive Date: 11/27/2017  
 Robin Hallquist, MD Retroactive Date: 01/01/2018  
 Vanessa Robbins, RDH Retroactive Date: 03/05/2018  
 Katie Latulip, RDH Retroactive Date: 03/27/2018  
 Danielle McClure-Beaulieu, PA-C Retroactive Date: 5/1/18



Nicholas A. Toumpas  
Commissioner

Marcella J. Bobinsky  
Acting Director

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



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 Morrisette, 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:

Vendor	Employer	Term	SFY 16	SFY 17	SFY 18	SFY 19	Total
Traci Wagner, MD	Littleton-Regional Healthcare at North Country Primary Care, Littleton	24 mths	3,750	6,875	3,125	0	13,750
Loretta Morrisette, RDH	Coos County Family Health Ctr, Berlin	24 mths	3,375	6,250	2,875	0	12,500
Michelle O'Mahony, PA	Monadnock Community Hospital at Antrim Medical Grp, Antrim	24 mths	4,813	8,750	3,937	0	17,500
Melissa Nelson, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Mindy Dube, APRN	New London Hospital Assoc at Newport Health Ctr, Newport	36 mths	5,000	8,750	6,250	2,500	22,500
Kim Calhoun, LICSW	Mental Health Ctr of Grtr Manchester	36 mths	10,000	17,500	12,500	5,000	45,000
Holly Ramsey, PA	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Amanda Dustin, APRN	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Melissa Buddensee, MD	Ammonoosuc Community Health Svcs, Franconia	36 mths	12,960	21,600	14,040	5,400	54,000
Clint Emmett, PNS	Coos County Family Health Ctr, Berlin	36 mths	10,000	17,500	12,500	5,000	45,000
Tricia Keville, APRN	LRGHealthcare, Laconia	36 mths	4,440	7,760	5,560	2,240	20,000

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


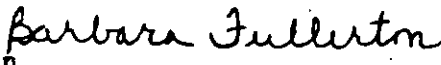


Subject: State Loan Repayment Program

**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]		BARBARA FULLERTON, Notary Public My Commission Expires September 18, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Barbara Fullerton, Notary Public			
1.14 State Agency Signature  Date: <u>11/15/15</u>		1.15 Name and Title of State Agency Signatory Brock Dyer / Bureau Manager	
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.

Contractor Initials

Date

EN

11/4/15

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.

Contractor Initials EW  
Date 11/11/15



Exhibit A

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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.

EW

11/4/15



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.



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.

EN

11/4/15



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.

EN

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 7/14/15



**Exhibit E**

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

Exhibit E - Certification Regarding Lobbying

CU/DHHS/011414

Page 1 of 1

Contractor Initials

EW

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

EW  
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

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

Contractor Initials

EW

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

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

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

CU/DHHS/011414

Page 1 of 1

Contractor Initials

EN

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

GN

Date

11/14/15



# 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 E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Patroco Mack PHONE (A/C No. Exp): (603) 293-2791 FAX (A/C No.): (603) 293-7188 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company NAIC # 22292 INSURER B: Citizens Insurance Company of 31534 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 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	ADOL 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 GENT. 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
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
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 <input checked="" type="checkbox"/> N	N/A WBVA353429-01	7/10/2015	7/10/2016	PER STATUTE <input type="checkbox"/> 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)

## CERTIFICATE HOLDER

## CANCELLATION

baversa@dhhs.state.nh.us NH Dept 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 Pat Mack/FAIRLE <i>Pat Mack</i>
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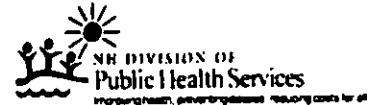


Nicholas A. Toumpas  
Commissioner

Marcella J. Boblasky  
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 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 State Loan Repayment Program

Contractor Initials EN

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 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 to 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.

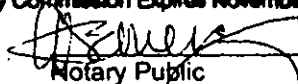
  
Edward D. Shanshala II, CEO  
Ammonoosuc Community Health Services

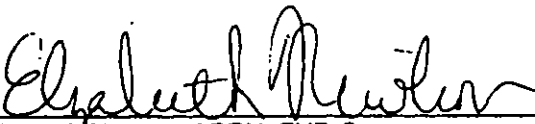
11/05/2015  
Date

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

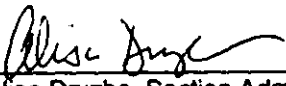
SEAL

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

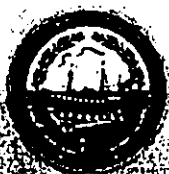
**Honors and Awards:**

- 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	
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## 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

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