



Jeffrey A. Meyers
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-29644



OC 2016 P-12-18 (7/1) 4A mac

October 12, 2016

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, to amend an existing agreement with Kathryn Bonafede, Doctor of Allopathic Medicine, Vendor # 246642-B001, Lamprey Health Care, 128 State Route 127, Raymond, NH 03077, to continue to provide reimbursement to Dr. Bonafede for payment of educational loans through the State Loan Repayment Program, by extending the Completion Date from December 31, 2016 to January 31, 2017, to be effective the date of Governor and Executive Council approval. This agreement was originally approved by the Governor and Executive Council on December 4, 2013, Item #42. 100% General Funds.

Funds are available in the following account for SFY 2017.

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.

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	073-500578	Grants-Non Federal	90075000	7,500	0	7,500
SFY 2015	073-500578	Grants-Non Federal	90075000	13,750	0	13,750
SFY 2016	073-500578	Grants Non-Federal	90075000	11,250	0	11,250
SFY 2017	073-500578	Grants Non-Federal	90075000	5,000	0	5,000
			Total	\$37,500	\$0	\$37,500

The Contractor's commitment began on January 1, 2014, and the first State payment was made to her during the first month of the following quarter in which she fulfilled her contractual obligation and quarterly thereafter for the duration of the contract. State payments will be made directly to the Contractor to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractor, the Rural Health & Primary Care Section will continue to contact the employer to ensure the contract and Memorandum of Agreement 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.

Kathryn Bonafede, MD, is working full-time at Lamprey Health Care, Raymond, NH, which is a Federally Qualified Health Center. Lamprey Health Care is a Practice Site located in a Health Professional Shortage Area and a Medically Underserved Population Area of New Hampshire. Dr. Bonafede's presence in a medically underserved rural area is part of the continuing effort to improve access to primary health care and reduce disparities within New Hampshire. Attached is a copy of the participant's Certificate of Licensure, resume and the employer's Insurance Certificate.

Area served: Rockingham County.

Source of Funds: 100% General Funds.

Respectfully submitted,



Marcella J. Bobinsky, MPH
Acting Director

Approved by:



Jeffrey A. Meyers
Commissioner

EXPLANATION

The purpose of this amendment is for a no cost extension to extend the term of the agreement by one month with Dr. Kathryn Bonafede, and continue to provide reimbursement to Dr. Bonafede for payment of educational loans, 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.

Dr. Bonafede requires the additional one-month term as she was out of work on Family Medical Leave one month in SFY 2016 due to maternity leave. This one-month extension will allow her to complete her State Loan Repayment Program obligation as outlined in her original contract.

The Division of Public Health Services administers the program. It is funded by State general funds provided by the State Legislature. 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) and Division of Public Health Services under the provision of Chapter 410, Laws of NH 1994.

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 Care 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 healthcare services for the residents of these areas. As one of several approaches to improve access to healthcare 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 healthcare professionals into New Hampshire's underserved communities. In addition, the health care provider and practicing site who are participating in the State Loan Repayment Program agree to provide direct primary care services to our population 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.

Should Governor and Executive Council not authorize this Request, it may 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 sizeable number of healthcare 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 unattractive. 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.

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



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

This 1st Amendment to the State Loan Repayment contract (hereinafter referred to as "Amendment One") dated this 6th day of September, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dr. Kathryn Bonafede (hereinafter referred to as "the Contractor"), an individual with a place of business at 128 State Route 27, Raymond, NH 03077.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 4, 2013, Item #42, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement 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 as follows:

1. Amend Form P-37, Block 1.7, to read January 31, 2017.
2. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
3. Amend Form P-37, Block 1.10 to read 603-271-9558.
4. Amend the Memorandum of Agreement to delete #4 and replace with:
 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 principle and interest owed by the Contractor, in an amount not to exceed \$37,500.00 over the service term. The employer has agreed to match \$37,500.00 over the service term. The agreement is to be effective January 1, 2014, or date of Governor and Executive Council, whichever is later through January 31, 2017. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for two additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

Kathryn Bonafede, MD

Amendment #1

Page 1 of 3

Contractor Initials:

KB

Date:

10/5/16



New Hampshire Department of Health and Human Services
State Loan Repayment 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

10/14/16
Date

Marcella J. Bobinsky
Name: Marcella J. Bobinsky, MPH
Title: Acting Director

Kathryn Bonafede, MD

10/5/16
Date

[Signature]
Name: Kathryn Bonafede, MD
Title: Doctor of Allopathic Medicine

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on October 5, 2016 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.

Jody L. Pollack
Signature of Notary Public or Justice of the Peace

Jody L. Pollack
Name and Title of Notary or Justice of the Peace

JODY L. POLLACK
Notary Public - New Hampshire
My Commission Expires March 24, 2019

My Commission Expires: March 26, 2019

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



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

OFFICE OF THE ATTORNEY GENERAL

Date 10/26/14

Name: Melvin A. Joy
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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

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 License # 1780862 HUB International New England 299 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Rachel Polizzotti
	PHONE (A/C, No, Ext): (978) 661-6725 FAX (A/C, No):
	E-MAIL ADDRESS: rachel.polizzotti@hubinternational.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company 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			PHPK1359277	07/01/2016	07/01/2017	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 - COMP/OP AGG \$ 3,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1359277	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB505707	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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/A	WCA00545403	07/01/2016	07/01/2017	<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

Director
Division of Public Health Services; NH DHHS
29 Hazen Drive
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

John J. Flaherty

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KATHRYN A. D. BONAFEDE

EDUCATION

Lawrence Family Medicine Residency 6/2008- 8/2011
Family Medicine Board Certified, September 2011
Dartmouth Medical School 8/2003- 6/2008
Medical Doctor, June 2008
University of Rochester 8/1997-5/2001
Bachelor of Arts, Biology, May 2001
Bachelor of Science, Environmental Science, May 2001
Minor, Anthropology, May 2001
Overall G.P.A: 3.64/4.0

HONORS/AWARDS **John F. Radebaugh Community Service Award**, 2008 Dartmouth Medical School. Presented to graduating student for exemplary community service throughout medical school.

Rural Health Scholar, 2004-2008 Dartmouth Medical School. Awarded to selected students with an interest in rural primary care.

Family Medicine Research Award, 2008 Dartmouth Medical School Department of Family and Community Medicine. Awarded to selected students to pursue research applicable to Family Medicine/Primary Care.

Maine Scholars Program, 2003 Financial Authority of Maine. Merit-based award for students from the state of Maine pursuing careers in medicine.

Alice DeSimone Student Life Award. 2001 University of Rochester. Presented to students whose contributions to co-curricular life at the University have strengthened community spirit and involvement. This award recognizes dedication, enthusiasm, collaboration, and positive role modeling as leadership traits that help promote and maintain a strong quality of life for all.

Susan B. Anthony Prize nominee, 2001 University of Rochester. Awarded to a graduating woman student who has shown exceptional leadership, academic excellence and involvement in student life.

Dean's List, University of Rochester, all semesters.

PROFESSIONAL/ RESEARCH

Board Certified Physician: Lamprey Health Care, 2011- present
Federally qualified health center serving the rural poor in Southern New Hampshire

Resident: Lawrence Family Medicine Residency, 2008-2011
Mission driven program to provide care the underserved
Unopposed residency focused on full spectrum family medicine, with comprehensive medical training in areas of outpatient, obstetrical and hospital care
Serving primary Latino populations in their native language
Individual and population based health care.

**PROFESSIONAL/
RESEARCH**

(continued)

Independent Study Research: Review of Community Health Assessments by Students in Clinical Family Medicine Rotation, 2006-2009.

Reviewed community assessments performed by students.

Determined whether assignment goals were met and what skills were mastered in order to improve family medicine curriculum.

Researcher: Migrant Health and Welfare. Dartmouth Medical School Family Medicine Summer Research, 2004

Created and deployed a research project to study the health and availability of health care to migrant workers in western New York.

Interviewed workers, performed clinical as well as translation work in mobile health clinics and federally qualified health center.

Field Researcher: University of Rochester Department of Community and Preventive Medicine, Division of Public Health Practice. Center for Future Health, 2001-2003

Performed field research internationally

Compiled and Analyzed Data

Created reports and presentations

Presented to national and international collaborators

Prepared Grants

Field Researcher: Smoking Research and Cessation in the Dominican Republic, 2002-2003

Determined and conducted culturally appropriate techniques for assisting in smoking cessation in rural towns in the Dominican Republic.

Field Researcher: Cultural Emergence and Health in Antarctica, 2002

Studied the health and the emergence of micro cultures at McMurdo Station using methods such as interviews and focus groups coupled with observation.

Field Researcher: Peer Leadership/Mentor Program for Adolescents Affected by HIV/AIDS 2001-2003

Conducted annual qualitative and quantitative evaluation of adolescent leadership programs run for those affected by HIV/AIDS.

Field Researcher: Social Science and Technology Project, 2001-2002

In rural India, worked conducting community level analyses. Studied the potential development, use and deployment of technology to address issues of health, environment and entrepreneurship in disadvantaged.

**PROFESSIONAL/
RESEARCH**

(continued)

Field Researcher: Rapid Assessment of Community Informatics Project, 2001-2002

Used methods such as conducting interviews, running focus groups and observation in rural villages of the Dominican Republic and Costa Rica involved in the LINCOS project (deploying high tech centers to improve health, environment and economics in disadvantaged communities lacking access to technology).

Research Assistant, Climate Change Research Center in the Institute for the Study of Earth, Oceans and Space, University of New Hampshire, 1999

Explored New England's changing climate, weather and air quality
Collected and analyzed samples from sites throughout New England
Compiled and Analyzed Data

PUBLICATIONS

Bonafede K, Reed VA, Pipas CF. "Self-directed community health assessment projects in a required family medicine clerkship: an effective way to teach community-oriented primary care" Family Medicine. 2009 Nov-Dec; 41 (10): 701-707

**INVITED
PRESENTATIONS**

Clerkship Community Projects Foster Broader View. Poster presented at STFM Northeast Annual Conference, Pittsburgh PA, 2007.

Issues, Needs and Obstacles of the Migrant Worker, Perspectives of Migrant Workers and the Providers that Serve Them. Poster presented at STFM Northeast Annual Conference, Hershey PA, 2006.

Skills Night- An Exciting Event Teaching Hands-on Skills to Pre-Clinical Students. Poster presented at STFM Annual Conference, Albuquerque NM, 2005

Integrated Field Methods: Combining Research and Teaching. Workshop presented at International Health Medical Education Consortium Conference, Havana, Cuba 2002.

Understanding Technology as a Tool for Healthier Lives: A Study in Remote Communities in the Dominican Republic. Poster presented at APHA Conference, Philadelphia PA. 2002

INTERESTS/SKILLS

Spanish fluency, French and American Sign Language knowledge, Hiking, Running, Cooking, Knitting, Ice Hockey, Soccer, Building Restoration

292-7224

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. 329:151)

State of New Hampshire
BOARD OF MEDICINE
KATHRYN A BONAFEDE, MD

KATHRYN A BONAFEDE, MD
LAMPREY HEALTH CARE
28 STATE RTE 27
AYMOND NH 03077

License #: 15401
Issued: 10/5/2011



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

President: *Mark Sullivan PA-C*



Nicholas A. Toumpas
Commissioner

José Thier Montero
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



G&C APPROVED
Date: 12/4/13
Item # 42

November 5, 2013

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

REQUESTED ACTION

100% General Fund

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with Kathryn Bonafede, Doctor of Allopathic Medicine, (Vendor #246642-B001), in an amount not to exceed \$37,500.00, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective January 1, 2014 or date of Governor and Council approval, whichever is later, through December 31, 2016.

Funds are available in the following account for SFY 2014 and SFY 2015 and are anticipated to be available in the following account for SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in future operating budgets.

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.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2014	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2015	073-500578	Grants Non-Federal	90075000	\$13,750.00
SFY 2016	073-500578	Grants Non-Federal	90075000	\$11,250.00
SFY 2017	073-500578	Grants Non-Federal	90075000	\$5,000.00
			Total	\$37,500.00

EXPLANATION

State funds in this agreement will be used to provide payments to Kathryn Bonafede, New Hampshire Board Certified, Doctor of Allopathic Medicine, and are 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 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 Care 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 healthcare services for the residents of these areas. As one of several approaches to improve access to healthcare 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 healthcare professionals into New Hampshire's underserved communities.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 5, 2013
Page 2

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 Board Certified, 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.

The Contractor under this agreement is working full-time and is willing to commit to a minimum service obligation of thirty-six months with the State of New Hampshire to work in a federally designated medically underserved area. This Agreement contains the option to extend the Agreement 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, migrant 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 sizeable number of healthcare 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 unattractive. 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 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 Contractor's commitment begins on January 1, 2014, or the date of Governor and Executive Council approval, whichever is later and the first State payment will begin on the first of the month of the following quarter, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractor to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractor, the Rural Health and Primary Care Section will contact the employer to ensure the contract and Memorandum of Agreement 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.

Lamprey Health Care, located at 128 State Rte. 127, Raymond, NH 03077, Dr. Kathryn Bonafede's employer, agrees that during the term of the state loan repayment contract signed between the State of New Hampshire and Dr. Kathryn Bonafede, that the facility is willing to pay \$37,500.00 in addition to the \$37,500.00 with this state loan repayment contract throughout the thirty-six month loan repayment period. This local match provided by the employer cannot be part of the salary or bonuses that facility would normally provide the employee.

Kathryn Bonafede, New Hampshire Board Certified, Doctor of Allopathic Medicine, is working full-time at Lamprey Health Care, Raymond, NH, which is a Federally Qualified Health Center (FQHC). Lamprey Health Center is located in a Health Professional Shortage Area and a Medically Underserved Area of New Hampshire. Dr. Kathryn Bonafede's presence in a medically underserved urban area is part of the continuing effort to improve access to medical health care and reduce disparities within New Hampshire. Attached is a copy of the participant's Certificate of Licensure, resume and the employer's (Lamprey Health Center) Insurance Certificate.

Area served: Rockingham County.

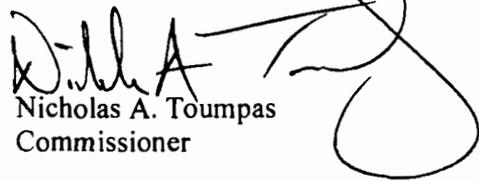
Source of Fund: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

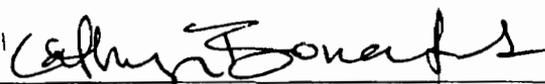
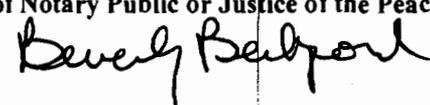
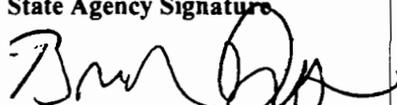
Subject: State Loan Repayment Program

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 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Dr. Kathym Bonafede		1.4 Contractor Address 128 State Rte 27, Raymond, NH 03077	
1.5 Contractor Phone Number (603) 676-9500	1.6 Account Number #05-95-90-901010-7965-073-500578	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$37,500.00
1.9 Contracting Officer for State Agency José Thier Montero, MD Director		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Dr. Kathym Bonafede, Doctor of Allopathic Medicine	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>10-4-13</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]		BEVERLY J. BECKFORD, Notary Public My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Beverly Beckford			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory José Thier Montero, MD <u>Brok S. Dupa</u> <u>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) By: <u>Jeanne P. Herrick, Attorney</u> On: <u>12 Nov. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

**Exhibit A
Scope of Services**

State Loan Repayment Program

CONTRACT PERIOD: January 1, 2014 or date of Governor and Council approval, whichever is later, through December 31, 2016.

CONTRACTOR NAME: Dr. Kathryn Bonafede

ADDRESS: 128 State Rte 27, Raymond, NH 03077

CONTRACTOR TITLE: Doctor of Allopathic Medicine

TELEPHONE: Work: (603) 895-3786

The Contractor shall:

1. Be a U.S. Citizen or U.S. National.
2. Hold a current New Hampshire License or Certification in good standing in their health profession with no restrictions that would enable the contractor from performing his/her duties at the approved service site. If there are any restrictions now or during the contract term that would enable the contractor from doing his/her duties under the agreement, the contractor will be in violation of this agreement.
3. Be employed at an approved service site that is in a federally designated medically underserved area or a State sponsored Dental Program with the Division of Public Health Services/Oral Health Program and meet the required practice hours for full-time and part-time employment.
4. As a New Hampshire Board Certified, Doctor of Allopathic Medicine, specializing in Family Medicine, the contractor will be signing for a minimum service obligation of thirty-six months in exchange for full-time primary care health services during the term of the contract. "Full-time clinical practice" is 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 workweek. 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 service site in each year (vacation, holidays, professional education, illness, or any other reason). 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.
5. Due to medical or personal emergency that will result in an extended period of absence beyond the recommended weeks allowed for full-time or part-time status, the contractor will need to request a suspension of their contract service commitment in writing to the Primary Care Workforce Coordinator. The Rural Health & Primary Care Section cannot guarantee that a suspension request will be allowed. If

a suspension is requested and approved, the contractor's service commitment end date will be extended and loan repayments will be delayed until the extension contract is approved by the Governor & Council and payments would begin quarterly from approval date.

6. Agree to complete a service obligation that runs the length of the contract and remains at the eligible service site for the term of the contract. Contractors under contract with the State 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 contract and Memorandum of Agreements.
7. Use state funds in this agreement for any approved documented, valid and outstanding undergraduate and/or graduate loans that have been incurred in obtaining their specific health professional degree. The loan repayment funds must be used immediately to reduce outstanding loan balances that were deemed valid under the program.
8. Agree to charge for services at the usual and customary rates prevailing in the primary care service area, except the patients unable to pay the usual and customary rates shall be charged a reduced rate according to the service site's sliding-fee-schedule based on poverty level or not charged.
9. Agree not to discriminate on the patient's ability to pay for care or the payment source, including Medicare and Medicaid.
10. Not be concurrently taking part in any other federal or state loan repayment programs or be a member of the National Health Service Corps.
11. 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.
12. Sign a "Memorandum of Agreement" with their employer and representative from the Rural Health & Primary Care Section.

NH Department of Health and Human Services

Exhibit B

**Purchase of Services
Contract Price**

State Loan Repayment Program

CONTRACT PERIOD: January 1, 2014 or date of Governor and Council approval, whichever is later, through December 31, 2016.

CONTRACTOR NAME: Dr. Kathryn Bonafede

ADDRESS: 128 State Rte 27, Raymond, NH 03077

CONTRACTOR TITLE: Doctor of Allopathic Medicine

TELEPHONE: Work: (603) 895-3786

Vendor #246642-B001

Job #90075000

Appropriation #05-95-90-901010-7965-073-500578

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$37,500.00 for the State Loan Repayment Program funded from 100% General Funds. There will be a \$37,500.00 match. Lamprey Health Care, 128 State Rte 27, Raymond, NH 03077, has agreed to provide non-federal funds of \$37,500.00 to be paid directly to the contractor as specified in the attached Memorandum of Agreement.

TOTAL: \$37,500.00

2. 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 \$37,500.00 over the term of the contract, for validated and outstanding undergraduate and/or graduate educational loans which includes government commercial loans for actual costs paid for tuition, reasonable educational expenses, and reasonable living expenses relating to the graduate or undergraduate education of a health professional. This loan repayment is to be used solely for educational loan pay down.
 - 2.1 Before initiating state payments, the Rural Health & Primary Care Section will contact the employer to ensure the Memorandum of Agreement & contract stipulations are being met and verify that their non-federal loan repayment funds have been paid to the participant prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
 - 2.2 The contractor's commitment begins on the effective date, or date of Governor and Executive Council approval, whichever is later.
 - 2.2.1 The healthcare provider commences providing obligated services in accordance with Exhibit A of this contract.
 - 2.3 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.

- 2.3.1 First payment of \$3,750.00 of providing services obligated under this contract.
- 2.3.2 Second payment of \$3,750.00 of providing services obligated under this contract.
- 2.3.3 Third payment of \$3,750.00 of providing services obligated under this contract.
- 2.3.4 Fourth payment of \$3,750.00 of providing services obligated under this contract.
- 2.3.5 Fifth payment of \$3,125.00 of providing services obligated under this contract.
- 2.3.6 Sixth payment of \$3,125.00 of providing services obligated under this contract.
- 2.3.7 Seventh payment of \$3,125.00 of providing services obligated under this contract.
- 2.3.8 Eighth payment of \$3,125.00 of providing services obligated under this contract.
- 2.3.9 Ninth payment of \$2,500.00 of providing services obligated under this contract.
- 2.3.10 Tenth payment of \$2,500.00 of providing services obligated under this contract.
- 2.3.11 Eleventh payment of \$2,500.00 of providing services obligated under this contract
- 2.3.12 Twelfth and final payment of \$2,500.00 of providing services obligated under this contract.

4. This loan is to be used solely for educational pay down. The contractor who fails to begin or complete his/her loan repayment service obligation or otherwise breaches the terms and conditions of the obligation is in default of his/her contract and is subject to the financial consequences outlined in his/her agreement

Exhibit C
Special Provisions

1. Paragraph 14.1 of the General Provisions, shall be amended as follows:

“The Contractor or assignee shall maintain and hold in force, both for the benefit of the state, insurance as stipulated in the attached copy of the insurance policy for the duration of the contract period as outlined in Section 1.6 of the General Provisions. In lieu of individual comprehensive liability insurance, the Contractor should provide proof of coverage provided by the employer, that is in effect for the duration of this contract.”

2. The following paragraph shall be added to the General Provisions:

2.1 In signing this agreement, the Contractor 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.

2.2 The following paragraphs shall be added to the General Provisions:

2.2.1 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.

2.2.2 The Contractor agrees to: 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.

2.2.3 Provide all information necessary to the State of New Hampshire for it to meet its responsibilities under Exhibits A and B of this agreement.

2.2.4 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 2.2.5 of this section.

2.2.5 The unserved obligation penalty is an amount equal to 20% of the total contract amount paid out.

2.2.6 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.

2.2.7 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 2.2.4 through 2.2.6, if the failure is determined to be caused by circumstances beyond the Contractor's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness or death.

2.2.8 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.

2.2.9 The Contractor shall comply with all applicable State and Federal laws.

3. **Gratuities or Kickbacks**

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 detailed in Exhibit A 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.

4. **Credits**

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.)"

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

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.

6. **Renewal**

This Agreement contains the option to extend the Agreement 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.

NH Department of Health and Human Services

Addendum C

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.



Nicholas A. Toumpas
Commissioner

José Thier Montero
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



MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Dr. Kathryn Bonafede, Lamprey Health Center, New Hampshire Department of Health & Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section

PURPOSE

The New Hampshire's State Loan Repayment Program establishes contracts with qualified primary care, mental health and oral healthcare providers practicing full-time or part-time in nonprofit, private, or public sites who provide ambulatory patient care and who are seeking financial support for professional education loan repayments in exchange for their commitment to serving the underinsured population in our medically underserved areas that would otherwise make service in such areas unattractive.

These medically underserved areas; identified as Health Care Professional Shortage Areas (HPSAs), Mental Health Professional Shortage Areas (MHPSAs), Dental Health Professional Shortage Areas (DHPSAs), Medically Underserved Areas/Populations (MUA/Ps), and Governor's Exceptional Medically Underserved Populations (E-MUP) are indicators that a shortage of primary healthcare providers exist, posing a barrier to access to primary health care services for the residents of these areas. Health care providers participating in the State Loan Repayment Program agree to provide primary care services and dental services to all patients regardless of their ability to pay. In addition, the health care provider and the practice site must offer a sliding discount-to-fee schedule based on current federal poverty guidelines, accept Medicaid, Medicare, and provide free care when medically necessary.

New for the State Loan Repayment Program beginning January 1, 2013, Dentists and Registered Dental Hygienists who work for a State sponsored Dental Program for the N.H. Division of Public Health Services/Oral Health Program and meet the type of provider and required ambulatory care services. Medically underserved designation will be waived for State sponsored Dental Programs.

The New Hampshire Division of Public Health Services, The Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section 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) and Division of Public Health Services under the provision of Chapter 410, Laws of NH 1994.

Full Time Services

Loan repayment contracts are available to;

"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 service 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 service 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.
- c. General Surgeon needs to be employed full time at a "Critical Access Hospital".

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Dr. Kathryn Bonafede, New Hampshire Board Certified, Doctor of Allopathic Medicine, specializing in Family Practice, (Hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the contractor, who will be working full-time at Lamprey Health Center, 128 State Rte. 27, Raymond, NH 03077 (Hereafter referred to as the Employer/Practice Site).
2. The Employer/Practice Site is located in a Health Professional Shortage Area and Medically Underserved Area of New Hampshire and is designated as a Federal Qualified Health Center (FQHC). The geographic area to be served is Rockingham 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 principle and interest owed by the Contractor, in an amount not to exceed \$37,500.00 over the service term. The employer has agreed to match \$37,500.00 over the service term. The agreement is to be effective January 1, 2014, or date of Governor and Executive Council, whichever is later through December 31, 2016. 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 two additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer/Service Site shall:
 - a. The Contractor and Employer/Service Site participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved service 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. Contractors under contract with the State 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 and Memorandum of Agreements.
 - c. The Employer 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.

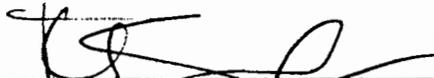
- d. The Employer/Service Site shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances that would not support the mission of the State of New Hampshire Loan Repayment Program are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Service 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. If the Contractor is relocated to a Service Site that is not in a designated medically underserved area, termination of the contract may result.
- e. 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 Service Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- f. The Contractor and Employer/Service Site 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.
- g. The Contractor and Employer/Service Site will charge for services at the usual and customary rates prevailing in the service areas, except that the Service 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 service site's sliding discount-to-fee-schedule based on poverty level or not charged; and
- h. The Contractor and Employer/Service Site 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.
- i. If the Contractor is providing services in a designated medically underserved area and is relocated to a Service 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.
- j. If the Contractor is providing services in a State sponsored Dental Program for the N.H. Division of Public Health Services/Oral Health Program and the State Sponsored Dental Program ends, termination of the contract may result, and the oral health provider will not be in fault.
- k. The Employer/Service Site shall notify the Primary Care Workforce Coordinator in writing at least thirty (30) calendar days prior if the full-time Contractor is absent more than seven (7) weeks (35 workdays) in one year due to vacation, holidays, continuing professional educational, illness, military obligation or any other reason. The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. Absences greater than seven (7) weeks in the State Loan Repayment Program service year will extend the service commitment end date and an amendment contract will need to be approved by the Governor & Council to continue loan repayments.
- l. The Employer/Service Site shall notify the Primary Care Workforce Coordinator in writing at least thirty (30) calendar days prior if the part-time Contractor is absent more than three (3) weeks (15 workdays) in one year due to vacation, holidays, continuing professional educational, illness, military obligation or any other reason. The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. Absences greater than three (3) weeks in the State Loan Repayment Program service year will extend the service commitment end date and an amendment contract will need to be approved by the Governor & Council to continue loan repayments.
- m. The Employer shall notify the Workforce Coordinator within seven (7) calendar days in the event of termination of employment of the Contractor and must include specific reason(s) for termination.
- n. The Employer shall notify the Workforce Coordinator 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: 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.

- o. Under certain criteria the agreement may be amended for a break in health care services in order to extend the end date. This will be at the discretion of the Section Administrator, Rural Health & Primary Care Section and an amendment contract will need to be approved by the Governor & Executive Council to be able to continue loan repayments.
 - p. Failure of the Employer/ Service Site to comply with the provisions contained within the Memorandum of Agreement may, at the discretion of the Section Administrator, Bureau of Public Health Systems, Policy and Performance, Rural Health & Primary Care Section, will be denied any loan repayment or Service Site who are out of compliance with the terms and conditions of the Memorandum of Agreement, may not be eligible for future State Loan Repayments.
 - q. In the event that a Contractor is found to be in default, the following procedure applies. 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, for state funded only contracts, may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6 if the failure is determined to be caused by circumstances beyond the Contractor's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness, death, or laid off due to financial situation of the employer. A Contractor must provide documentation.
 - r. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program are expected to honor their contracts 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 qualified site within two months, (see o). In the case of local match contracts the new employer must be willing to continue with the matching funds that are outlined under the original or extension contract. In no circumstances can a health care provider leave the employing healthcare service site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.
7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$3,750.00 of providing services obligated under this contract.
 - b. Second payment \$3,750.00 of providing services obligated under this contract.
 - c. Third payment of \$3,750.00 of providing services obligated under this contract
 - d. Fourth payment of \$3,750.00 of providing services obligated under this contract.
 - e. Fifth payment of \$3,125.00 of providing services obligated under this contract.
 - f. Sixth payment of \$3,125.00 of providing services obligated under this contract.
 - g. Seventh payment of \$3,125.00 of providing services obligated under this contract.
 - h. Eighth payment of \$3,125.00 of providing services obligated under this contract.
 - i. Ninth payment of \$2,500.00 of providing services obligated under the contract.
 - j. Tenth payment of \$2,500.00 of providing services obligated under the contract.
 - k. Eleventh payment of \$2,500.00 of providing services obligated under the contract.
 - l. Twelfth and final payment of \$2,500.00 of providing services obligated under the contract.
8. The Employer agrees that during the term of the state loan repayment contract signed between the State of New Hampshire and the Contractor, that the employer is willing to pay \$37,500.00 in addition to the \$37,500.00 with this state loan repayment contract throughout the thirty-six month loan repayment. This loan repayment is to be used solely for educational pay down. This local match provided by the employer cannot be part of the salary or bonuses that the employer would normally provide the employee.
9. 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 on the first of the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$3,750.00 of providing services obligated under this contract.
 - b. Second payment of \$3,750.00 of providing services obligated under this contract.
 - c. Third payment of \$3,750.00 of providing services obligated under this contract.
 - d. Fourth payment of \$3,750.00 of providing services obligated under this contract.

- e. Fifth payment of \$3,125.00 of providing services obligated under this contract.
- f. Sixth payment of \$3,125.00 of providing services obligated under this contract.
- g. Seventh payment of \$3,125.00 of providing services obligated under this contract.
- h. Eighth payment of \$3,125.00 of providing services obligated under this contract.
- i. Ninth payment of \$2,500.00 of providing services obligated under the contract.
- j. Tenth payment of \$2,500.00 of providing services obligated under the contract.
- k. Eleventh payment of \$2,500.00 of providing services obligated under the contract.
- l. Twelfth and final payment of \$2,500.00 of providing services obligated under the contract.

- 10. This loan repayment is to be used solely for educational pay down. The contractor who fails to begin or complete his/her loan repayment service obligation or otherwise breaches the terms and conditions of the obligation is in default of his/her contract and is subject to the financial consequences outlined in his/her agreement.
- 11. 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.
- 12. Failure to comply with Federal & State Loan Repayment Program requirements or the provisions contained within paragraphs 1 through 11 of this Memorandum of Agreement may, at the discretion of the Rural Health & Primary Care Section Administrator, result in denial of any further payments and termination of this contract. In addition the participant may be subject to penalties outlined in his/her contract. 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.

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


 Dr. Kathryn Bonafede, MD
 Lamprey Health Center

9/25/13
 Date


 Sandy Pardo, Ex. Director
 Lamprey Health Center

9/30/13
 Date


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

10-23-13
 Date