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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibiante
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4638 1-800-852-3345 Ext. 4638
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November 5, 2020

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 amend existing contracts with vendors shown in bold below, for reimbursement payments of educational loans through the State Loan Repayment Program by increasing the price limitation by \$63,000, from \$492,500 to \$555,500, and extending the completion date from December 31, 2020 to December 31, 2022, effective upon Governor and Executive Council approval. 100% Other-NH Medical Malpractice Joint Underwriters Assn.

This agreement was originally approved by the Governor and Executive Council on January 24, 2018 (Item #10).

Funds are available in the following account for State Fiscal Years 2021 and 2022, 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.

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.

Summary of contract amounts by vendor:

Vendor	Employer	Term	Current Budget	Increased (Decreased) Amount	Revised Budget
Leanne Booth, PsychNP	Riverbend Community Mental Health Center, Concord, NH	60 Mos.	\$45,000	\$18,000	\$63,000
Elaine Chappell, MD	Coos County Family Health Services, Berlin, NH	36 Mos.	\$37,500	\$0	\$37,500
Jessica Croteau, PA	LRGHealthcare, Laconia, NH	36 Mos.	\$22,500	\$0	\$22,500
Sandra DaCosta, LCMHC	Mental Health Center of Greater Manchester, Manchester, NH	60 Mos.	\$45,000	\$5,000	\$50,000
Sarah Duplinsky, APRN	Saco River Medical Group, North Conway, NH	36 Mos.	\$45,000	\$0	\$45,000

Shannon Farrell, DMD	Easter Seals NH, Manchester, NH	36 Mos.	\$75,000	\$0	\$75,000
Juanita Fernandes, APRN	LRGHealthcare, Laconia, NH	36 Mos.	\$22,500	\$0	\$22,500
Katie Latulip, RDH	Ammonoosuc Community Health Services, Littleton, NH	36 Mos.	\$22,500	\$0	\$22,500
Richard McKenzie, DO	Littleton Regional Hospital, Littleton, NH	60 Mos.	\$37,500	\$20,000	\$57,500
Heather Merrill, LCMHC	Community Partners, Dover, NH	36 Mos.	\$45,000	\$0	\$45,000
Janet Potter, LADC	West Central Behavioral Health, Lebanon, NH	36 Mos.	\$30,000	\$0	\$30,000
Oliver Salmon, DO	Speare Memorial Hospital, Plymouth, NH	60 Mos.	\$37,500	\$20,000	\$57,500
Andrew Tremblay, MD	Cheshire Medical Center	24 Mos.	\$27,500	\$0	\$27,500
		Total	\$492,500	\$63,000	\$555,500

EXPLANATION

This purpose of this request is to extend the term of four 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 Contractors work in federally designated medically underserved areas or community mental health centers. Their presence in these facilities is part of the continuing effort to improve access to primary health care and reduce disparities within New Hampshire. Attached are copies of their Certificate of Licensure, resume and employer's Insurance Certificates.

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.

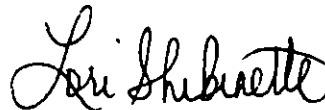
As referenced in Exhibit C-1 of the original contract and Exhibit A of the Amendment the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

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: Grafton, Merrimack, and Hillsborough County.

Source of Funds: 100% Other-NH Medical Malpractice Joint Underwriters Assn.

Respectfully submitted,


Lori A. Shibinette
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 from the NH Medical Malpractice Joint Underwriters Association
amended from 94% General Funds 6% Other Funds

Leanne Booth

Vendor #280784-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	10,000.00	-	10,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	17,500.00	-	17,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	12,500.00	-	12,500.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	4,500.00	4,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	9,000.00	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	4,500.00	4,500.00
Sub Total				45,000.00	18,000.00	63,000.00

Elaine Chappell

Vendor # 280789-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	7,500.00	-	7,500.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	13,750.00	-	13,750.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	11,250.00	-	11,250.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				37,500.00	-	37,500.00

Jessica Croteau

Vendor # 280359-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	8,750.00	-	8,750.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	6,250.00	-	6,250.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	2,500.00	-	2,500.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				22,500.00	-	22,500.00

Sandra DaCosta

Vendor # 280790-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	10,000.00	-	10,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	17,500.00	-	17,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	12,500.00	-	12,500.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	1,250.00	1,250.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	2,500.00	2,500.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	1,250.00	1,250.00
Sub Total				45,000.00	5,000.00	50,000.00

Sarah Duplinsky

Vendor # 280811-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	10,000.00	-	10,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	17,500.00	-	17,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	12,500.00	-	12,500.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				45,000.00	-	45,000.00

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

Shannon Farrell

Vendor # 280812-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	15,000.00	-	15,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	27,500.00	-	27,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	22,500.00	-	22,500.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	10,000.00	-	10,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				75,000.00	-	75,000.00

Juanita Fernandes

Vendor # 280360-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	8,750.00	-	8,750.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	6,250.00	-	6,250.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	2,500.00	-	2,500.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				22,500.00	-	22,500.00

Katie Latullip

Vendor # 276764-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	5,950.00	-	5,950.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	9,500.00	-	9,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	5,300.00	-	5,300.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	1,750.00	-	1,750.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				22,500.00	-	22,500.00

Richard McKenzie

Vendor # 280813-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	7,500.00	-	7,500.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	13,750.00	-	13,750.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	11,250.00	-	11,250.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	5,000.00	5,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	10,000.00	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	5,000.00	5,000.00
Sub Total				37,500.00	20,000.00	57,500.00

Heather Merrill

Vendor # 281252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	10,000.00	-	10,000.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	17,500.00	-	17,500.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	12,500.00	-	12,500.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				45,000.00	-	45,000.00

Janet Potter

Vendor # 276786-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	7,200.00	-	7,200.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	12,000.00	-	12,000.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	7,800.00	-	7,800.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	3,000.00	-	3,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				30,000.00	-	30,000.00

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

Oliver Salmon

Vendor # 280814-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90075000	7,500.00	-	7,500.00
SFY 2019	073-500578	Grants - Non-Federal	90075000	13,750.00	-	13,750.00
SFY 2020	073-500578	Grants - Non-Federal	90075000	11,250.00	-	11,250.00
SFY 2021	073-500578	Grants - Non-Federal	90075000	5,000.00	-	5,000.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	5,000.00	5,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	10,000.00	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	5,000.00	5,000.00
Sub Total				37,500.00	20,000.00	57,500.00

Andrew Tremblay

Vendor # 280815-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2018	073-500578	Grants - Non-Federal	90074001	7,500.00	-	7,500.00
SFY 2019	073-500578	Grants - Non-Federal	90074001	13,750.00	-	13,750.00
SFY 2020	073-500578	Grants - Non-Federal	90074001	6,250.00	-	6,250.00
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2021	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2022	073-500578	Grants - Non-Federal	90074001	-	-	-
SFY 2023	073-500578	Grants - Non-Federal	90074001	-	-	-
Sub Total				27,500.00	-	27,500.00

TOTAL				492,500.00	63,000.00	555,500.00
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	FY2018	FY2019	FY2020	FY2021	Total
GF (J#90075000)	\$ 100,650	\$ 177,750	\$ 131,850	\$ 54,750	\$ 465,000
Other (J#90074001)	\$ 7,500	\$ 13,750	\$ 6,250	\$ 15,750	\$ 90,500

555,500



**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 1st Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Oliver Salmon, DO, (hereinafter referred to as "the Contractor"), an individual employed at Speare Memorial Hospital, 16 Hospital Road, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, (Item #10), 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, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2022.
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. Modify Exhibit A, Scope of Services and replace with Exhibit A, Revisions to General Provisions, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B, Scope of Services, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C, Special Provisions – State Loan Repayment Program and replace with Exhibit C, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit C-1, Revisions to General Provisions.
9. Modify Exhibit D, Certification Regarding Drug-Free Workplace Requirements and replace with Exhibit D, Special Provisions – State Loan Repayment Program which is attached hereto and incorporated by reference herein.
10. Modify Exhibit E, Certification Regarding Lobbying and replace with Exhibit E, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections which is attached hereto and incorporated by reference herein.
11. Delete Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-

Oliver Salmon

Amendment #1

Contractor Initials

SS-2018-DPHS-14-SLRP-15-A01

Page 1 of 4

Date 11/3/2020

OS
AS



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

Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

12. Delete Exhibit H, Certification Regarding Environmental Tobacco Smoke.
13. Delete Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement.
14. Delete Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
15. Delete Exhibit K, Certification Regarding Information Security Requirements.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

11/4/2020

Date

DocuSigned by:

Lisa M. Morris

DS38DBEBAC45440

Name: LISA M. MORRIS

Title: Director, Division of Public Health Svcs.

CONTRACTOR NAME

11/3/2020

Date

DocuSigned by:

Oliver Salmon

A1CB0225113C4B4

Name: OLIVER SALMON

Title: DO

DS
OS



**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

11/5/2020

Date

DocuSigned by:

Name: Catherine Pinos

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: October 31, 2018 (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services



Exhibit A
Full Time Services

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.

New Hampshire Department of Health and Human Services



Exhibit B

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Oliver Salmon, 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.

New Hampshire Department of Health and Human Services

Exhibit C



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

Page 1 of 1

Contractor Initials AS
Date 11/3/2020



New Hampshire Department of Health and Human Services

Exhibit D

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 "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 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.

New Hampshire Department of Health and Human Services



Exhibit D

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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



New Hampshire Department of Health and Human Services

Exhibit E

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 E

DS
AS

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit E

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.

Contractor Name:

11/3/2020
Date

DocuSigned by:
Oliver Salmon
Name: Oliver Salmon
Title: DO

Exhibit E

DS
OS

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters

Contractor Initials

AS

11/3/2020

Date



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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/3/2020

Date

DocuSigned by:
Oliver Salmon
Name: Oliver Salmon
Title: DO

DS
OS

Oliver J. Salmon, D.O.

33 CROSS COUNTRY LANE • PLYMOUTH, NH, 03264
PHONE: (603) 581-8388 • EMAIL: O.SALMON@GMAIL.COM

Education and Training

University of Rochester School of Medicine and Dentistry, Rochester, NY
Pediatric Internship and Residency, June 2017

University of New England College of Osteopathic Medicine, Biddeford, ME
Doctor of Osteopathic Medicine, May 2014

Worcester Polytechnic Institute, Worcester, MA
Bachelor of Science in Biochemistry, With Distinction, 2008

Professional Work History

Plymouth Pediatric and Adolescent Medicine, Spere Memorial Hospital,
Plymouth, NH, June 2017 to present

Attending Pediatrician

- Full time outpatient pediatrician at only pediatric practice in this rural region
- Provide pediatric hospitalist coverage of high risk deliveries, newborns in nursery, and admitted child or adolescent patients at Plymouth's Spere Memorial Hospital

Leadership

Secretary & Treasurer of the Medical Staff Executive Committee, Spere Memorial Hospital, Plymouth, NH, July 2019 to present

- Individually, organize and manage committee finances, act as recording secretary
- As a committee, approve applicant credentialing, update policies and procedures with regard to privileges and the credentialing process, and (when needed) consider the need for changes in an individual's privileges

Medical Director of Pediatrics, Plymouth Pediatric and Adolescent Medicine & Spere Memorial Hospital, Plymouth, NH, June 2019 to present

- Lead providers and staff in organization decisions and policies at rural health clinic
- Create pediatric hospital policies at rural critical access hospital

President, UNECOM chapter of American College of Osteopathic Pediatricians, 2011-2012

- Managed monthly meetings and scheduled a variety of speakers to teach the medical student body about pediatrics
- Coordinated with other officers to arrange fundraisers, a mentoring program, a children's hospital volunteer program, as well as talks at local public schools to help motivated medical students have a broad range of children's health-related opportunities

Electronic Medical Record Experiences

Cerner Powerchart User & Subject Matter Expert, Plymouth, NH, Dec 2017 - present

- Extensively customize my own auto texts for notes & patient letters
- Participate in biweekly meetings with my organization's Cerner team to discuss potential EMR updates
- Propose changes to EMR based on personal and colleague input

Epic User, Rochester, NY, July 2014 to June 2017

- Worked extensively with both eRecord (at the University of Rochester Medical Center) & Care Connect (at Rochester General Hospital) formats of Epic
- Made own compilation of smart phrases & assisted colleagues with creating their own

Other Clinical Experiences

Helping Babies Breathe Trainer, Summer 2016

- Neonatal resuscitation program designed by American Academy of Pediatrics shown to improve neonatal mortality in low resource nations
- Completed master trainer course in June 2016
- Trained local providers in resuscitation in Ladakh, India in July 2016 alongside one attending neonatologist and one local pediatrician

Appalachian Preceptorship, East Tennessee State University Quillen College of Medicine, summer 2011

- Participated in a rural primary care program in the southern Appalachian region
- Attended 4 weeks of clinic preceptorships and 1.5 weeks of didactic training on the medical and cultural needs of the community
- Assisted a migrant worker clinic and an urban healthcare office for the homeless to increase my understanding of difficult areas in healthcare

Certifications and Memberships

American Academy of Pediatrics Member, 2014 to present

Neonatal Resuscitation Program Certified Provider, 2014 to present

Pediatric Advanced Life Support Certified Provider, 2014 to present

Helping Babies Breathe Certified Master Trainer, 2016

Neonatal Resuscitation Program Certified Instructor, 2016-2018

Nexplanon Implant Trained Clinician, 2015

American Medical Association Member, 2010 to 2017

Awards and Achievements

Gold TOUCH Award, University of New England College of Osteopathic Medicine, 2012

- Awarded for contributing over 100 hours of community service in one academic year

Volunteer of the Year, Teen Life Clubs, Washington, DC, 2009

Provost's MQP Award, Worcester Polytechnic Institute, 2008

- Selected by faculty as the best capstone project in biochemistry

Interdisciplinary Qualifying Project, San Juan, Puerto Rico, 2007

- Advised a non-profit children's park on eco-friendly practices in energy and waste

Eagle Scout Award, Troop 154, Durham, NH, 2003

Teaching Experiences

Tutor, University of New England College of Osteopathic Medicine, 2010 - 2012

- Taught one student biochemistry, another student physiology, and helped train first year medical students osteopathic manipulative medicine in a large group setting

Tutor, Club Z! In-Home Tutoring Services, McLean, VA, 2008 - 2009

- Worked with 18 middle school, high school, and college-level students individually and organized 1 small group of high school students to ensure comprehension of subjects
- Taught biology, chemistry, organic chemistry, anatomy & physiology, algebra, geometry, pre-calculus, and standardized test preparation

Peer Learning Assistant, Worcester Polytechnic Institute, January to 2007 - 2008

- Tutored over 50 genetics students as individuals or in groups to improve their understanding of the material
- Graded exams and homework

Research

Salmon, O., Hussain, A., Gonbo, S., Laroia, N. (2017, March). *Is the Helping Babies Breathe Program Superior to the National Neonatal Resuscitation Program in India?* Platform session presentation at the annual Eastern Society for Pediatric Research meeting, Philadelphia, PA.

Salmon, O., Gonbo, S., Thomas, J., Aligne, A., Laroia, N. (2017, May). *Does Repeated Training in Helping Babies Breathe Improve Neonatal Resuscitation Knowledge?* Poster session presentation at the annual Pediatric Academic Societies meeting, San Francisco, CA.

Major Qualifying Project, Worcester Polytechnic Institute, 2007-2008 school year

- Mapped a functional domain of HTLV-1 Tax protein to better understand what portion of this protein inhibits the growth of certain cancer cells
- Ran PCRs, midi preps, ligations, transformations, restriction digests

Lab Technician, Blue Sky Biotech, Inc., Worcester, MA, May 2007 to May 2008

- Ran western blots and Coomassie stains
- Prepared samples and solutions

Conferences Attended

AAP Practical Pediatrics CME Course, Copper Mountain, CO, 2019

15th Annual Sports-Related Concussion and Spine Injury Conference, 2018

28th Annual Dartmouth Pediatric Conference, 2018

Northern New England Perinatal Quality Improvement Network Fall Conference, 2017

Eastern Society for Pediatric Research, 2017

Pediatric Academic Societies, 2017

Community Involvement

Cabin Clinician, Camp Aspire, Rush, NY, July 2015

- Taught adolescents with diabetes mellitus about maintaining a healthy lifestyle at a week-long overnight camp
- Supervised insulin pump programming and carbohydrate counting

Support Group Facilitator, The Center For Grieving Children, Portland, ME, April 2011 to August 2012

- Promoted a safe environment for children and adults who were coping with grief, mostly working with a group of about 4-6 teenagers in weekly meetings
- Prepared games and activities to encourage communication amongst participants and promote peer-to-peer healing

Mentor, UNECOM Mentoring program, Biddeford, ME, November 2010 to May 2012

- Acted as a role model for 2 students at a local intermediate school, encouraging future planning and current coping skills.
- Assisted with school work as needed, improving understanding of material and confidence in personal learning abilities

Club Facilitator, Teen Life Clubs, Washington, DC, 2008 to 2009 school year

- Taught weekly, discussion-style program with 5-10 middle school youth
- Discussed behavior, health, violence prevention, and future planning
- Supervised occasional weekend field trips involving up to 40 kids from multiple schools

Interests

Raising my daughters & pets, hiking, kayaking, skiing



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: OLIVER J SALMON, DO

Address Information

Address: 71 Highland Street city:Plymouth Zip: 03264 State: NH
Phone: 6035363700

License Information

License No: 18271 Profession: Medicine License Type: Physician
License Status: Current Issue Date: 6/7/2017 Expiration Date: 6/30/2021

Additional Information

Specialty: Pediatrics

Board Certification Information

Board Certified	Certification	Expiration	ABMS Board Specialties
No	121053, American Board of Pediatrics		Pediatrics
Yes			

Medical Education Information

Type	Facility Name	Country	Year
Medical School	UNIVERSITY OF NE COLLEGE OF OSTEOPATHIC MED	UNITED STATES	2014
Internship	UNIVERSITY OF ROCHESTER PROGRAM, ROCHESTER, NY		2015
Residency	UNIVERSITY OF ROCHESTER PROGRAM, ROCHESTER, NY		2017

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.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2020

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 Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700 FAX (A/C, No): 617-646-0400 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Speare Memorial Hospital 16 Hospital Road Plymouth NH 03264 SPEAMEM-01	INSURER A : Endurance American Specialty Ins Co 41718	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 607801942** **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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HCP10005550706	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of insurance regarding a piece of leased testing equipment

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3852	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
--	--



SPEAMEM-02

L CRANDALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2020

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 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: Lynda Crandall PHONE (A/C, No, Ext): (207) 658-6594 FAX (A/C, No): E-MAIL ADDRESS: Lynda.crandall@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries of Massachusetts Mutual Insurance Compan NAIC # 33758
INSURED Spere Memorial Hospital 16 Hospital Road Plymouth, NH 03264	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 INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	WMZ80080075752020A	10/1/2020	10/1/2021	<input 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)
 Evidence of Coverage
 RE: State Loan Repayment Program

CERTIFICATE HOLDER NH Department of Health and Human Services 29 Hazen Drive 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
--	--



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

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shilbinette
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 to previous agreement between Oliver Salmon, DO, Contractor, Spere 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 Oliver Salmon, 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 Speare Memorial Hospital, 16 Hospital Road, Plymouth, NH 03264 (hereafter referred to as the Employer), and is working full-time at Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264 (hereafter referred to as the Practice Site).
2. The Practice Site is in a federally designated Health Professionals Shortage Area located 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 amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$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, 2021, or date of Governor and Executive Council approval, whichever is later through December 31, 2022. 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 one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. 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 program.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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 D 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 amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
 - a. First payment of \$2500 of providing services obligated under this contract.
 - b. Second payment of \$2500 of providing services obligated under this contract.
 - c. Third payment of \$2500 of providing services obligated under this contract
 - d. Fourth payment of \$2500 of providing services obligated under this contract.
 - e. Fifth payment of \$2500 of providing services obligated under this contract.
 - f. Sixth payment of \$2500 of providing services obligated under this contract.
 - g. Seventh payment of \$2500 of providing services obligated under this contract.
 - h. Eighth payment of \$2500 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

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 AMENDMENT #1

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

DocuSigned by:
Michelle L. McEwen 11/4/2020
B90E7E8A137AEE

 Michelle McEwen, President/CEO Date
 Speare Memorial Hospital

Subscribed and sworn to before me, this _____ day of _____, 20____.

SEAL

Notary Public

DocuSigned by:
Oliver Salmon 11/3/2020
A1CB022E113CAB4

 Oliver Salmon, DO Date
 Speare Memorial Hospital

DocuSigned by:
Lisa M. Morris 11/4/2020
D03808F88C451A0

 Lisa M. Morris, Director Date
 DHHS, Division of Public Health Services



10 mac

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
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

December 29, 2017

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, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with 13 vendors in the table below, in an amount not to exceed \$492,500, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective upon the date of Governor and Council approval through December 31, 2019 for Andrew Tremblay and through December 31, 2020 for the other vendors. 94% General and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Leanne Booth, Psych ARNP	Riverbend Community Mental Health Center, Concord, NH	Riverbend Community Support Program, 10 West Street, Concord, NH 03301	36 mths	10,000	17,500	12,500	5,000	45,000
Elaine Chappell, MD	Coos County Family Health Services, Berlin, NH	Coos County Family Health, 133 Pleasant Street, Berlin, NH as well as at 59 Page Hill Road, Berlin, NH 03570	36 mths	7,500	13,750	11,250	5,000	37,500
Jessica Croteau, PA	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Sandra DaCosta, LCMHC	Mental Health Center of Greater Manchester, Manchester, NH	Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH	36 mths	10,000	17,500	12,500	5,000	45,000
Sarah Duplinsky, ARNP	Saco River Medical Group, Conway, NH	Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818	36 mths	10,000	17,500	12,500	5,000	45,000

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Shannon Farrell, DMD	Easter Seals NH, Manchester, NH	Easter Seals NH, 555 Auburn Street, Manchester, NH 03103	36 mths	15,000	27,500	22,500	10,000	75,000
Juanita Fernandes, APRN	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Katie Latulip, RDH, CPHDH	Ammonoosuc Community Health Services, Littleton, NH	Ammonoosuc Community Health Services, 25 Mt. Eustis Road, Littleton, NH 03561	36 mths	5,950	9,500	5,300	1,750	22,500
Richard McKenzie, MD	Littleton Regional Healthcare, NH	North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561	36 mths	7,500	13,750	11,250	5,000	37,500
Heather Merrill, LCMHC	Behavioral Health & Development Services of Strafford County, Community Partners, Dover, NH	Community Partners, 50 Chestnut Street, Dover, NH 03820	36 mths	10,000	17,500	12,500	5,000	45,000
Janet Potter, LADC	West Central Services, Inc., Lebanon, NH	West Central Behavioral Health, 85 Mechanic Street, Suite 360, Lebanon, NH 03766	36 mths	7,200	12,000	7,800	3,000	30,000
Oliver Salmon, DO	Speare Memorial Hospital, Plymouth, NH	Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264	36 mths	7,500	13,750	11,250	5,000	37,500
Andrew Tremblay, MD	Cheshire Medical Center, Keene, NH	Dartmouth-Hitchcock Clinic, 580-590 Court Street, Keene, NH 03431	24 mths	7,500	13,750	6,250	0	27,500
		Total		108,150	191,500	138,100	54,750	492,500

Funds to support this request are available in State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021 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 thirteen (13) agreements for a total of \$492,500 to be used to provide payments to State Loan Repayment Program medical, dental and mental health 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. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health 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, behavioral health services, or substance abuse treatment 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 must be 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 or Mental Health Program with the Department of Health and Human Services. 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 13 Contractors will be working full-time and part-time, as indicated, and have committed to a minimum service obligation of 24 or 36 months, dependent upon full-time/part-time status. The part-time Contractor has the option to extend the Agreement for one additional year; 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, community mental health centers, substance abuse treatment 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 medical services.

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 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.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. 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.

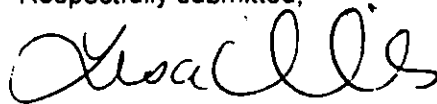
Areas served: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack and Sullivan Counties.

Source of Fund: 94% General Funds and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

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

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
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 from the NH Medical Malpractice Joint Underwriters Association

Andrew Tremblay

Vendor # 280815-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90074001	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90074001	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90074001	-
		Sub Total		\$27,500.00

100% General Funds

Leanne Booth

Vendor # 280784-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Elaine Chappell

Vendor # 280789-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

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

Jessica Croteau

Vendor # 280359-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Sandra DaCosta

Vendor # 280790-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Sarah Duplinsky

Vendor # 280811-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		45,000.00

Shannon Farrell

Vendor # 280812-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$15,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$27,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$22,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$10,000.00
		Sub Total		\$75,000.00

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

Juanita Fernandes

Vendor # 280360-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Katie Latulip

Vendor # 276764-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,950.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$9,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$5,300.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$1,750.00
		Sub Total		\$22,500.00

Richard McKenzie

Vendor # 280813-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

Heather Merrill

Vendor # 281252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

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

Janet Potter

Vendor # 276786-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,200.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$12,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$7,800.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$3,000.00
		Sub Total		\$30,000.00

Oliver Salmon

Vendor # 280814-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00
		Sub Total		\$465,000.00
		TOTAL		\$492,500.00

Subject: Student Loan Repayment Program (SS-2018-DPHS-14-SLRP-15)


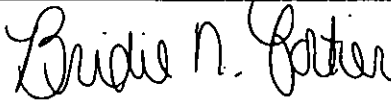
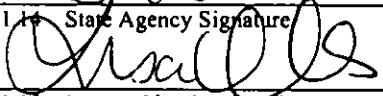

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

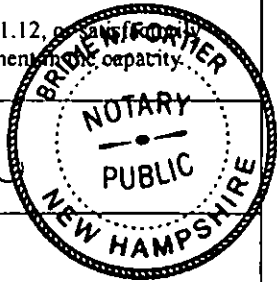
AGREEMENT

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Oliver Salmon, DO		1.4 Contractor Address 16 Hospital Road, Plymouth, NH 03264	
1.5 Contractor Phone Number 603-581-8388	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$37,500.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory OLIVER SALMON, PEDIATRICIAN	
1.13 Acknowledgement: State of _____, County of _____ On <u>11/30/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, 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 BRIDIE N. FORTIER [Seal] NOTARY PUBLIC NEW HAMPSHIRE <small>My Commission Expires October 1, 2019</small>			
1.13.2 Name and Title of Notary or Justice of the Peace Bridie N. Fortier, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS Date: <u>12/7/17</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Jepsen, Attorney</u> <u>1/10/18</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

Date


11/30/17



Scope of Services

State Loan Repayment Program

The scope of services for this contract between Oliver Salmon, 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.

OS

11/30/11



Exhibit B

Method and Conditions Precedent to Payment

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

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

Payment for said services shall be made as follows:

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

Exhibit B

Page 1 of 1

Contractor Initials

oaj

Date

11/30/17



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.

[Handwritten Signature]
Date 11/30/17



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.

[Handwritten Signature]

11/30/11



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

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

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

3. Extension:

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

Exhibit C-1 – Revisions to General Provisions

Contractor Initials

[Handwritten Signature]

Date

11/30/17



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

[Handwritten Signature]

Date

11/30/17



Exhibit E

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

098

11/30/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/30/2017
Date

Name: OLIVER SALMON, D.O.
Title: PEDIATRICIAN

Contractor Initials
Date 11/30/17



**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

Date

11/30/17

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:

11/30/2017
Date

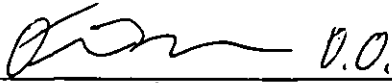
 D.O.
Name: OLIVER SALMON, D.O.
Title: PEDIATRICIAN

Exhibit G

Contractor Initials 

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

Date 11/30/17



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:

11/30/2017
Date



Name: OLIVER SALMON, D.O.
Title: PEDIATRICIAN



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

Contractor Initials

ooj

Date

11/30/17



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

[Handwritten Signature]

Date

11/30/17



Exhibit K - DHHS Information Security Requirements does not apply to this contract.

[Handwritten Signature]

11/30/17



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.dbbs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Oliver Salmon, DO, Contractor, Speare 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) are 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.

[Handwritten Signature]

11/30/17

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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 state loan repayment contributions for Oliver Salmon, 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 Speare Memorial Hospital, 16 Hospital Road, Plymouth, NH 03264 (hereafter referred to as the Employer), and is working full-time at Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264 (hereafter referred as the Practice Site).
2. The Practice Site is in a federally designated Health Professionals Shortage Area located 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 \$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, 2018, 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. 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

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

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

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. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
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.

Michelle McEwen 11/30/2017
Michelle McEwen, CEO/President Date
Speare Memorial Hospital

Subscribed and sworn to before me, this 30TH day of NOVEMBER, 2017.

SEAL

[Signature]
Notary Public COMM. EXPIRES
06/24/2020

Oliver Salmon 11/30/2017
Oliver Salmon, DO Date
Plymouth Pediatric and Adolescent Medicine

Alisa Druzba 12/13/17
Alisa Druzba, Section Administrator Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section



**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 1st Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Leanne Booth, PsychNP, (hereinafter referred to as "the Contractor"), an individual employed at Riverbend Community Mental Health Center, 109 Loudon Road, Bldg. 3, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, (Item #10), 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, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$63,000.
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. Modify Exhibit A, Scope of Services and replace with Exhibit A, Revisions to General Provisions, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B, Scope of Services, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C, Special Provisions – State Loan Repayment Program and replace with Exhibit C, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit C-1, Revisions to General Provisions.
9. Modify Exhibit D, Certification Regarding Drug-Free Workplace Requirements and replace with Exhibit D, Special Provisions – State Loan Repayment Program which is attached hereto and incorporated by reference herein.
10. Modify Exhibit E, Certification Regarding Lobbying and replace with Exhibit E, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections which is attached hereto and incorporated by reference herein.
11. Delete Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-

Leanne Booth

Amendment #1

Contractor Initials

SS-2018-DPHS-14-SLRP-01-A01

Page 1 of 4

Date 11/27/2020

DS
LB



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

- Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
12. Delete Exhibit H, Certification Regarding Environmental Tobacco Smoke.
 13. Delete Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement.
 14. Delete Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
 15. Delete Exhibit K, Certification Regarding Information Security Requirements.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

11/3/2020

Date

DocuSigned by:

Lisa M. Morris

D6380B5B6CA54A0

Name: LISA M. MORRIS

Title: Director, Division of Public Health Srvc.

CONTRACTOR NAME

11/2/2020

Date

DocuSigned by:

LEANNE BOOTH

9C8226572EE1400

Name: LEANNE BOOTH

Title: APRN



**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

11/3/2020

Date

DocuSigned by:

Name: Catherine Pinos

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: October 31, 2018 (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

OS
LB

11/2/2020

New Hampshire Department of Health and Human Services



Exhibit A
Full Time Services

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.

New Hampshire Department of Health and Human Services



Exhibit B

Scope of Services

State Loan Repayment Program

The scope of services for this contract between Leanne Booth, PsychNP (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

Page 1 of 1

Contractor Initials LB^{DS}
Date 11/2/2020

New Hampshire Department of Health and Human Services

Exhibit C



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

Page 1 of 1

Contractor Initials LB^{OS}
Date 11/2/2020



New Hampshire Department of Health and Human Services


Exhibit D

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 "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 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.


 Contractor Initials
 Date 11/2/2020

New Hampshire Department of Health and Human Services



Exhibit D

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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



New Hampshire Department of Health and Human Services

Exhibit E

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 E

Contractor Initials DS
LB

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 E

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:

11/2/2020

Date

DocuSigned by:

LEANNE BOOTH

Name: LEANNE BOOTH

Title: APRN

Exhibit E

DS
LB

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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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 (l)(b) of this certification; and
11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/2/2020

Date

DocuSigned by:
LEANNE BOOTH
Name: LEANNE BOOTH
Title: APRN

DS
LB

LEANNE BOOTH

19 Ked Dr., Concord, NH 03301 • 603-724-5628 • soulnurs@gmail.com

Overview

Accomplished Family Psychiatric and Mental Health Nurse Practitioner applying for an extension to the NH State Loan Repayment Program.

Licensure and Certifications

New Hampshire Advanced Practice Registered Nurse, July, 2016

Board Certified by American Nurses Credentialing Center, 2016

Certified Psychiatric and Mental Health Registered Nurse, 2005

New Hampshire Registered Nurse, June 1995

Professional Experience

Family Psychiatric Mental Health Nurse Practitioner, 03/2017 to Current
Riverbend Community Mental Health Center – Concord, NH

- Complete initial psychiatric evaluations to determine appropriate diagnoses, and initiate or continue medication management plan.
- Together with the client, develop initial treatment plan to include treatments such as individual therapy, psychotherapeutic groups, exercise and nutrition management, sleep hygiene education, and update plans according to client progress.
- Provide ongoing medication management, confirmation of diagnoses, and coordination of care for clients with Schizophrenia, Bipolar Disorder, Depression, Anxiety, Personality Disorders, Posttraumatic Stress Disorder (PTSD), and Substance Use Disorders.
- Evaluate clients in crisis to determine potential need to transfer to specialized inpatient mental health facilities.
- Refer clients to community programs and agencies to enhance treatment processes.
- Guide clients and families in understanding their medications, illnesses and treatment plans.

Family Psychiatric Mental Health Nurse Practitioner, 08/2016 to 03/2017

The Mental Health Center Of Greater Manchester – Manchester, NH

- Serve as lead clinician and provide diagnosis, medication management, and coordination of treatment planning for clients with Schizophrenia, Bipolar Disorder, Depression, Anxiety, Personality Disorders, PTSD, and Substance Use Disorders.

- Evaluate clients for admission to outpatient psychiatric services.
- Prescribe and provide psychotropic medication management, assessing the effectiveness and side effects of medications.
- Evaluate clients in crisis to determine potential need to transfer to specialized inpatient mental health facilities.
- Consult with treatment team and develop appropriate treatment and rehabilitation plans for dually diagnosed clients (Substance Use Disorders and Mental Health Disorders).
- Refer clients to other programs and community agencies to enhance treatment processes.
- Guide clients and families in understanding their medications, illnesses and treatment plans.

Psychiatric/Medical-Surgical Nurse and ECT Program Manager, 12/2005 to 07/2016

Concord Hospital – Concord, NH

- Provide evidence based care including medical and psychiatric nursing assessment, medication administration, wound care, care of the patient on mechanical ventilation, respiratory care, care coordination, member of the infection control committee.
- Emergency and inpatient psychiatric nursing experience.
- Assist the psychiatrist during administration of ECT and provide pre and post ECT care, using evidence-based practice in an ECT program providing treatment to people with mental illness.
- Coordinate and lead workgroups to ensure continued efficient workflow and patient satisfaction in the ECT program.
- Develop and lead ECT team meetings and collaborated with Psychiatry in determining patient care plans and program processes.
- Work with quality assurance to implement patient satisfaction surveys and implemented process improvements in the ECT program resulting in improved patient satisfaction and safety.
- Handle ECT referrals, schedule physician consults, and provide education to patients, families, and guardians.
- Provide ECT education to area mental health agencies and Concord Hospital medical units.
- Perform insurance utilization reviews for prior authorization, initiated insurance appeals for nonpayment by insurance company.

Director of Residential Nursing, 07/2003 to 12/2005

Riverbend Community Mental Health Center – Concord, NH

- Manage the nursing and patient care for a community residential program for the mentally ill which includes four residential programs.
- Implement programmatic changes in medication administration and patient care leading to improvement in medication error rate and in quality of patient care.
- Develop and implement staff trainings in psychiatric patient care, medication administration and diabetes.

- Hire, supervise and train registered nurses in providing psychiatric nursing care in residential programs, improving patient care and quality of life.
- Provide quality assurance in patient care and medication administration in a residential setting and provide written reports to the State of New Hampshire detailing findings.
- Develop and implement Riverbend's first set of policies and procedures for medication administration.
- Assess individuals applying for admission to the residential program for appropriateness.
- Member of the Riverbend Medical Practices Committee, which reviews and approves new and revised agency policies, procedures, and practices.

Education and Training

RIVIER UNIVERSITY - Nashua, NH-May 2016

Post Graduate Certificate-Psychiatric and Mental Health Nurse Practitioner Across the Lifespan

WALDEN UNIVERSITY-Minneapolis, MN-May 2013

Master of Science in Nursing-Nursing Leadership and Management

DUKE UNIVERSITY - Durham, NC-February 2010

ECT Nurse Manager Fellowship

NEW HAMPSHIRE COMMUNITY TECHNICAL COLLEGE - Concord, NH-May 1995

Associate Degree Nursing

Affiliations

NH State Suicide Council Subcommittee-Survivors of Suicide Loss (2010-2015)

Planning Committee NH State Suicide Conference (2014)

Planning Committee International Survivor of Suicide Loss Day Event/Concord NH (2010-2014)

References

Available upon request.



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: LEANNE PATRICIA BOOTH

License Information

License No: 041185-23
Profession: Nursing
License Type: APRN-NP-Family Psychiatric Mental Health
License Status: Active
Issue Date: 8/12/2016
Expiration Date: 11/15/2022

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

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.



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.		18058
INSURER B: Granite State Healthcare & Human Svc WC		NONAIC
INSURER C: _____		_____
INSURER D: _____		_____
INSURER E: _____		_____
INSURER F: _____		_____

INSURED
 Riverbend Community Mental Health Inc.
 278 Pleasant Street
 Concord, NH 03301

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	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: _____			PHPK2187101	10/01/2020	10/01/2021	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 - COMPOP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2187103	10/01/2020	10/01/2021	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB740241	10/01/2020	10/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20200000230 HCHS20200000228	02/01/2020 02/01/2020	02/01/2021 02/01/2021	<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
A	Professional Liability			PHPK2187101	10/01/2020	10/01/2021	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

CERTIFICATE HOLDER NH DHHS 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>See Note</i>



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

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shilbnette
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 to previous agreement between Leanne Booth, Psychiatric Nurse Practitioner (PsychNP), Contractor, Riverbend Community Mental Health Center, 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 Leanne Booth, PsychNP, 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 Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Support Program, 10 West Street, Concord, NH 03301 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center located 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 amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$18,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$2,000. The agreement is to be effective January 1, 2021, or date of Governor and Executive Council approval, whichever is later through December 31, 2022. 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 one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. 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 program.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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 D 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 amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
 - a. First payment of \$2250 of providing services obligated under this contract.
 - b. Second payment of \$2250 of providing services obligated under this contract.
 - c. Third payment of \$2250 of providing services obligated under this contract.
 - d. Fourth payment of \$2250 of providing services obligated under this contract.
 - e. Fifth payment of \$2250 of providing services obligated under this contract.
 - f. Sixth payment of \$2250 of providing services obligated under this contract.
 - g. Seventh payment of \$2250 of providing services obligated under this contract.
 - h. Eighth payment of \$2250 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

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 AMENDMENT #1

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

DocuSigned by:
Lisa K. Madden 11/3/2020
A3968E1A890E4CC

 Lisa Madden, CEO Date
 Riverbend Community Mental Health Center

Subscribed and sworn to before me, this ____ day of _____, 20__.

SEAL

Notary Public

DocuSigned by:
LEANNE BOOTH 11/2/2020
9C8228572EE1400

 Leanne Booth, PsychNP Date
 Riverbend Community Mental Health Center

DocuSigned by:
Lisa M. Morris 11/3/2020
093800F080A54A0

 Lisa M. Morris, Director Date
 DHHS, Division of Public Health Services



10 mac

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
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

December 29, 2017

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, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with 13 vendors in the table below, in an amount not to exceed \$492,500, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective upon the date of Governor and Council approval through December 31, 2019 for Andrew Tremblay and through December 31, 2020 for the other vendors. 94% General and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Leanne Booth; Psych ARNP	Riverbend Community Mental Health Center, Concord, NH	Riverbend Community Support Program, 10 West Street, Concord, NH 03301	36 mths	10,000	17,500	12,500	5,000	45,000
Elaire Chappell, MD	Coos County Family Health Services, Berlin, NH	Coos County Family Health, 133 Pleasant Street, Berlin, NH as well as at 59 Page Hill Road, Berlin, NH 03570	36 mths	7,500	13,750	11,250	5,000	37,500
Jessica Croteau, PA	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Sandra DaCosta, LCMHC	Mental Health Center of Greater Manchester, Manchester, NH	Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH	36 mths	10,000	17,500	12,500	5,000	45,000
Sarah Duplinsky, ARNP	Saco River Medical Group, Conway, NH	Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818	36 mths	10,000	17,500	12,500	5,000	45,000

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Shannon Farrell, DMD	Easter Seals NH, Manchester, NH	Easter Seals NH, 555 Auburn Street, Manchester, NH 03103	36 mths	15,000	27,500	22,500	10,000	75,000
Juanita Fernandes, APRN	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Katie Latulip, RDH, CPHDH	Ammonoosuc Community Health Services, Littleton, NH	Ammonoosuc Community Health Services, 25 Mt. Eustis Road, Littleton, NH 03561	36 mths	5,950	9,500	5,300	1,750	22,500
Richard McKenzie, MD	Littleton Regional Healthcare, NH	North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561	36 mths	7,500	13,750	11,250	5,000	37,500
Heather Merrill, LCMHC	Behavioral Health & Development Services of Strafford County, Community Partners, Dover, NH	Community Partners, 50 Chestnut Street, Dover, NH 03820	36 mths	10,000	17,500	12,500	5,000	45,000
Janet Potter, LADC	West Central Services, Inc., Lebanon, NH	West Central Behavioral Health, 85 Mechanic Street, Suite 360, Lebanon, NH 03766	36 mths	7,200	12,000	7,800	3,000	30,000
Oliver Salmon, DO	Speare Memorial Hospital, Plymouth, NH	Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264	36 mths	7,500	13,750	11,250	5,000	37,500
Andrew Tremblay, MD	Cheshire Medical Center, Keene, NH	Dartmouth-Hitchcock Clinic, 580-590 Court Street, Keene, NH 03431	24 mths	7,500	13,750	6,250	0	27,500
		Total		108,150	191,500	138,100	54,750	492,500

Funds to support this request are available in State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021 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 thirteen (13) agreements for a total of \$492,500 to be used to provide payments to State Loan Repayment Program medical, dental and mental health 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. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health 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, behavioral health services, or substance abuse treatment 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 must be 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 or Mental Health Program with the Department of Health and Human Services. 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 13 Contractors will be working full-time and part-time, as indicated, and have committed to a minimum service obligation of 24 or 36 months, dependent upon full-time/part-time status. The part-time Contractor has the option to extend the Agreement for one additional year; 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, community mental health centers, substance abuse treatment 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 medical services.

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 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.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. 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.

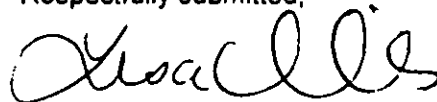
Areas served: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack and Sullivan Counties.

Source of Fund: 94% General Funds and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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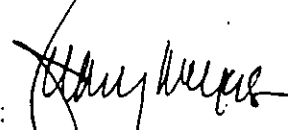
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
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 from the NH Medical Malpractice Joint Underwriters Association

Andrew Tremblay

Vendor # 280815-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90074001	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90074001	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90074001	-
		Sub Total		\$27,500.00

100% General Funds

Leanne Booth

Vendor # 280784-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Elaine Chappell

Vendor # 280789-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

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

Jessica Croteau

Vendor # 280359-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Sandra DaCosta

Vendor # 280790-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Sarah Duplinsky

Vendor # 280811-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		45,000.00

Shannon Farrell

Vendor # 280812-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$15,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$27,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$22,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$10,000.00
		Sub Total		\$75,000.00

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

Juanita Fernandes

Vendor # 280360-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Katie Latulip

Vendor # 276764-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,950.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$9,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$5,300.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$1,750.00
		Sub Total		\$22,500.00

Richard McKenzie

Vendor # 280813-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

Heather Merrill

Vendor # 281252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

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

Janet Potter

Vendor # 276786-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,200.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$12,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$7,800.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$3,000.00
		Sub Total		\$30,000.00

Oliver Salmon

Vendor # 280814-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00
		Sub Total		\$465,000.00
		TOTAL		\$492,500.00

Subject: Student Loan Repayment Program (SS-2018-DPHS-14-SLRP-01)

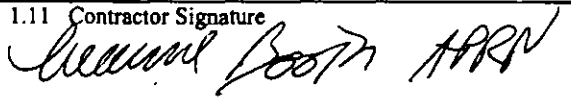
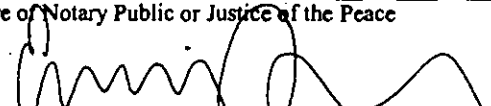

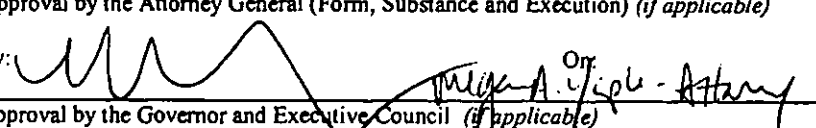
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Leanne Booth, Psych ARNP		1.4 Contractor Address 10 West Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-724-5628	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$45,000.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Leanne Booth ARNP	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>11/29/17</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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> EMILY D. SOREY-BACKUS, Justice of the Peace State of New Hampshire My Commission Expires October 5, 2021 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Emily D. Sorey-Backus, JP, BA			
1.14 State Agency Signature  Date: <u>12/27/17</u>		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
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>1/3/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Handwritten: JB 11/29/17

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

AB
Date 11-29-17

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.



Scope of Services

State Loan Repayment Program

The scope of services for this contract between Leanne Booth, Psych ARNP (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

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.

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11-29-17



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.

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11-29-17



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

11-29-17



Exhibit E

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

RB

11-29-17

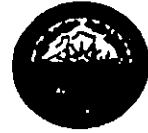


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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:

11-29-17
Date

Melanie Booth APRN
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

RB

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:

11-29-17
Date

Heather Booth Allen
Name:
Title:

Exhibit G

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

Contractor Initials

AB

Date 11-29-17



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:

11-29-17
Date

Heather Smith Allen
Name:
Title:



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

Contractor Initials AB

Date 11-29-17



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

RB

Date

11-29-17



Exhibit K

Exhibit K – DHHS Information Security Requirements does not apply to this contract.

Contractor Initials AB

Date 11-29-17



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
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dbhs.nh.gov

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Leanne Booth, Psych ARNP, Contractor, Riverbend Community Mental Health Center, 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) are 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

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 state loan repayment contributions for Leanne Booth, Psych ARNP, 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 Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03302-2032 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Support Program, 10 West Street, Concord, NH 03301 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located 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 \$45,000 over the service term. The agreement is to be effective January 1, 2018, 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. 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

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

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

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.

RB

4-29-17

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT


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


 11/30/17
Peter Evers, President/CEO Date
Riverbend Community Mental Health Center

Subscribed and sworn to before me, this 30th day of November, 2017.

SEAL


Notary Public JAMES L. CORWIN, Justice of the Peace
State of New Hampshire
My Commission Expires July 19, 2022

 APPN 11-30-17
Leanne Booth, Psych ARNP Date
Riverbend Community Support Program

 12/13/17
Alisa Druzba, Section Administrator Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section



**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 1st Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Sandra DaCosta, LCMHC, (hereinafter referred to as "the Contractor"), an individual employed at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, (Item #10), 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, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$50,000.
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. Modify Exhibit A, Scope of Services and replace with Exhibit A, Revisions to General Provisions, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B, Scope of Services, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C, Special Provisions – State Loan Repayment Program and replace with Exhibit C, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit C-1, Revisions to General Provisions.
9. Modify Exhibit D, Certification Regarding Drug-Free Workplace Requirements and replace with Exhibit D, Special Provisions – State Loan Repayment Program which is attached hereto and incorporated by reference herein.
10. Modify Exhibit E, Certification Regarding Lobbying and replace with Exhibit E, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections which is attached hereto and incorporated by reference herein.
11. Delete Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-

Sandra DaCosta

Amendment #1

Contractor Initials

SS-2018-DPHS-14-SLRP-04-A01

Page 1 of 4

Date 11/27/2020

DS
SD



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

- Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
12. Delete Exhibit H, Certification Regarding Environmental Tobacco Smoke.
 13. Delete Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement.
 14. Delete Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
 15. Delete Exhibit K, Certification Regarding Information Security Requirements.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

11/6/2020

Date

DocuSigned by:

Lisa M. Morris

DB38DBEB6CA54A0

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

CONTRACTOR NAME

11/2/2020

Date

DocuSigned by:

Sandra DaCosta

ABA7BF27278C41A

Name: Sandra DaCosta

Title: LCMHC

DS
SD



**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

11/10/2020

Date

DocuSigned by:

D5CA9202E3901AE
Name: Catherine Pinos

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: October 31, 2018 (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services



Exhibit A
Full Time Services

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.

New Hampshire Department of Health and Human Services



Exhibit B


Scope of Services

State Loan Repayment Program

The scope of services for this contract between Sandra DaCosta, LCMHC (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

Page 1 of 1

Contractor Initials 
Date 11/2/2020

New Hampshire Department of Health and Human Services

Exhibit C



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

Page 1 of 1

Contractor Initials SD^{DS}
Date 11/2/2020

New Hampshire Department of Health and Human Services



Exhibit D

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 "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 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.

New Hampshire Department of Health and Human Services



Exhibit D

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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



New Hampshire Department of Health and Human Services

Exhibit E

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 E

DS
SD

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit E

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:

11/2/2020

Date

DocuSigned by:

Sandra DaCosta

Name: Sandra DaCosta

Title: LCMHC

Exhibit E

DS SD

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters

Contractor Initials

SD

11/2/2020

Date



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:

11/2/2020

Date

DocuSigned by: Sandra DaCosta
Name: Sandra DaCosta
Title: LCMHC

Contractor Initials SD Date 11/2/2020

Sandra E DaCosta
12 Woodville Street
Nashua, NH 03062
603-459-4022

OBJECTIVE To utilize my experience and educational training effectively in a therapeutic setting.

SUMMARY OF QUALIFICATIONS

- 24 years exp. counseling children, adults, and families, with cognitive, behavioral and parental issues.
- In-patient, out-patient, in-home service and treatment planning and implementation.
- Well developed communication, assessment, treatment and documentation skills.
- Interact with doctors, treatment teams, hospitals, DCYF, CASA, families, schools and necessary networks.
- Management history, Program manager, and group leadership experience.

SKILLS / AREA OF EXPERTISE

Supervision and Administrative

- Documentation of treatment plans, assessments, evaluations, Quarterly reviews and medication orders.
- Responsible for multiple families with mental health and detox diagnosis and supervised employees.
- Organized holiday gifts for over 1000 needy families in New Hampshire.

Counseling Skills

- Trained in Evidence based practices such as CPP, TF-CBT, CBT, DBT and Motivational Interviewing.
- Counsel individuals dealing with cognitive, behavioral, parental, family and detox issues involving medication.
- Provide intake psychological assessments, Identify issues or impairments and implement treatment strategies.
- Empower individuals and families with improving functioning, problem solving and coping.
- Work closely with individuals, families and couples to develop good rapport and goal focus.
- Educate on life skills, coping, diagnosis and medication in personal or group settings.
- Experience in de-escalation of moods and behaviors.

Community Relations and Training

- CPR, CPI, restraint and seclusion training, assisted in development of training seminar
- Multiple trainings in diagnosis, EBP treatments, Illness Management Recovery, detox and effective parenting.

EMPLOYMENT

- 2011 to present Mental Health Center of Greater Manchester, Child and Adolescent Therapist Manchester, NH
- 2005 to 2011 Harbor Homes Inc., Program Manager and Functional Support Counseling Nashua, NH
- 2003 to present Southern NH Medical Center, Behavioral Health Nashua, NH
- 2001 to 2003 Lowell Youth Treatment Center, Mental Health Lowell, MA
- 1996 to 1998 Child and Family Services, Family Sponsor Manchester, NH

EDUCATION

- 2008 TO 2010 Rivier College Master's Degree in LCMHC, Multicultural Certification Lic #1177
- 1998 to 2000 Springfield College Bachelor's Degree in Human Services
- 1994 to 1998 Castle College Associates Degree in Human Services

TRAINING / SEMINAR

Evidenced Based Practice trainings such as CPP, CBT, DBT, TFCBT, MI, BFT, IMR multiple trainings on diagnosis, and treatment.
CPR, CPI. Clinical Supervision in Mental Health.

REFERENCES

PROFESSIONAL:

1. Jeanna Barr
Children's Level 3 Supervisor and Child Advocacy Center Liaison
Mental Health Center of Greater Manchester
1228 Elm Street
Manchester, NH 03103 603-668-4111 ext 6436
2. Honor Fellows
Children's Level 2 Supervisor and inpatient Coordinator
Mental Health Center of Greater Manchester
1228 Elm Street
Manchester, NH 03103 603-668-4111 ext 6407
3. Lisa Krygeris
Children's Level 4 Supervisor (Family Intensive Treatment Team)
Mental Health Center of Greater Manchester
2 Wall Street
Manchester, NH 03103 603-668-4111 ext 6411

PERSONAL:

1. Susan Jimenez
Registered Nurse
Nashua NH 03062
603-438-0602
2. Susan Lumb
At Home Mom / Business Administration
Hudson, NH 03051
603-809-4115
3. Ekatarina Tostokova (kat)
Psychologist
Manchester, NH
603-213-0700



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: SANDRA E DACOSTA, MA

License Information

License No: 1177 **Profession:** Mental Health **License Type:** Clinical Mental Health Counselor
License Status: Active **Issue Date:** 3/1/2016 **Expiration Date:** 3/1/2022

Discipline Information

No Discipline Information

Board Disciplinary Action

No Related Documents

No Related Documents





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2020

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 CGI Business Insurance 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com <table style="width: 100%; border: none;"> <tr> <th colspan="2" style="border: none;">INSURER(S) AFFORDING COVERAGE</th> <th style="border: none;">NAIC #</th> </tr> <tr> <td style="border: none;">INSURER A:</td> <td style="border: none;">Philadelphia Insurance</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;">Philadelphia Indemnity</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;">A.I.M. Mutual</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance		INSURER B:	Philadelphia Indemnity		INSURER C:	A.I.M. Mutual		INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	A.I.M. Mutual																					
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628																						

COVERAGES **CERTIFICATE NUMBER:** 20-21 w/WC RE **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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2110552	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2109943	04/01/2020	04/01/2021	COMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB715114	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
C	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	ECC6004000298-2020A	09/12/2020	09/12/2021	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)
****Supplemental Names**** Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
 This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services 129 Pleasant St 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
--	--



Lori A. Shbinette
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
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 to previous agreement between Sandra DaCosta, LCMHC, Contractor, Mental Health Center of Greater Manchester, 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 Sandra DaCosta, LCMHC, 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 Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH 03101 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center located 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 amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$5,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$5,000. The agreement is to be effective January 1, 2021, or date of Governor and Executive Council approval, whichever is later through December 31, 2022. 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 one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. 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 program.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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 D 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 amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
 - a. First payment of \$625 of providing services obligated under this contract.
 - b. Second payment of \$625 of providing services obligated under this contract.
 - c. Third payment of \$625 of providing services obligated under this contract.
 - d. Fourth payment of \$625 of providing services obligated under this contract.
 - e. Fifth payment of \$625 of providing services obligated under this contract.
 - f. Sixth payment of \$625 of providing services obligated under this contract.
 - g. Seventh payment of \$625 of providing services obligated under this contract.
 - h. Eighth payment of \$625 of providing services obligated under this contract.

8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

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 AMENDMENT #1

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

DocuSigned by:
Lisa Descheneau 11/5/2020
AEEF3D0E7B2DME2

 Lisa Descheneau, VP of Administration Date
 Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this _____ day of _____, 20__.

SEAL

Notary Public

DocuSigned by:
Sandra DaCosta 11/2/2020
ABA7BF2727RC41A

 Sandra DaCosta, LCMHC Date
 Mental Health Center of Greater Manchester

DocuSigned by:
Lisa M. Morris 11/6/2020
DS380BF8BCA54AD

 Lisa M. Morris, Director Date
 DHHS, Division of Public Health Services



10 mac

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
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

December 29, 2017

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, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with 13 vendors in the table below, in an amount not to exceed \$492,500, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective upon the date of Governor and Council approval through December 31, 2019 for Andrew Tremblay and through December 31, 2020 for the other vendors. 94% General and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Leanne Booth, Psych ARNP	Riverbend Community Mental Health Center, Concord, NH	Riverbend Community Support Program, 10 West Street, Concord, NH 03301	36 mths	10,000	17,500	12,500	5,000	45,000
Elaine Chappell, MD	Coos County Family Health Services, Berlin, NH	Coos County Family Health, 133 Pleasant Street, Berlin, NH as well as at 59 Page Hill Road, Berlin, NH 03570	36 mths	7,500	13,750	11,250	5,000	37,500
Jessica Croteau, PA	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Sandra DaCosta, LCMHC	Mental Health Center of Greater Manchester, Manchester, NH	Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH	36 mths	10,000	17,500	12,500	5,000	45,000
Sarah Duplinsky, ARNP	Saco River Medical Group, Conway, NH	Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818	36 mths	10,000	17,500	12,500	5,000	45,000

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Shannon Farrell, DMD	Easter Seals NH, Manchester, NH	Easter Seals NH, 555 Auburn Street, Manchester, NH 03103	36 mths	15,000	27,500	22,500	10,000	75,000
Juanita Fernandes, APRN	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Katie Latulip, RDH, CPHDH	Ammonoosuc Community Health Services, Littleton, NH	Ammonoosuc Community Health Services, 25 Mt. Eustis Road, Littleton, NH 03561	36 mths	5,950	9,500	5,300	1,750	22,500
Richard McKenzie, MD	Littleton Regional Healthcare, NH	North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561	36 mths	7,500	13,750	11,250	5,000	37,500
Heather Merrill, LCMHC	Behavioral Health & Development Services of Strafford County, Community Partners, Dover, NH	Community Partners, 50 Chestnut Street, Dover, NH 03820	36 mths	10,000	17,500	12,500	5,000	45,000
Janet Potter, LADC	West Central Services, Inc., Lebanon, NH	West Central Behavioral Health, 85 Mechanic Street, Suite 360, Lebanon, NH 03766	36 mths	7,200	12,000	7,800	3,000	30,000
Oliver Salmon, DO	Speare Memorial Hospital, Plymouth, NH	Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264	36 mths	7,500	13,750	11,250	5,000	37,500
Andrew Tremblay, MD	Cheshire Medical Center, Keene, NH	Dartmouth-Hitchcock Clinic, 580-590 Court Street, Keene, NH 03431	24 mths	7,500	13,750	6,250	0	27,500
		Total		108,150	191,500	138,100	54,750	492,500

Funds to support this request are available in State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021 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 thirteen (13) agreements for a total of \$492,500 to be used to provide payments to State Loan Repayment Program medical, dental and mental health 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. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health 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, behavioral health services, or substance abuse treatment 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 must be 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 or Mental Health Program with the Department of Health and Human Services. 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 13 Contractors will be working full-time and part-time, as indicated, and have committed to a minimum service obligation of 24 or 36 months, dependent upon full-time/part-time status. The part-time Contractor has the option to extend the Agreement for one additional year; 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, community mental health centers, substance abuse treatment 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 medical services.

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 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.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. 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.

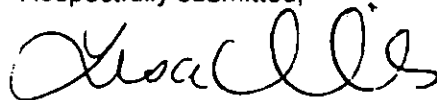
Areas served: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack and Sullivan Counties.

Source of Fund: 94% General Funds and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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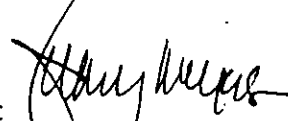
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
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 from the NH Medical Malpractice Joint Underwriters Association

Andrew Tremblay

Vendor # 280815-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90074001	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90074001	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90074001	-
		Sub Total		\$27,500.00

100% General Funds

Leanne Booth

Vendor # 280784-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Elaine Chappell

Vendor # 280789-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

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

Jessica Croteau

Vendor # 280359-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Sandra DaCosta

Vendor # 280790-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Sarah Duplinsky

Vendor # 280811-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		45,000.00

Shannon Farrell

Vendor # 280812-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$15,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$27,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$22,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$10,000.00
		Sub Total		\$75,000.00

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

Juanita Fernandes

Vendor # 280360-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Katie Latulip

Vendor # 276764-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,950.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$9,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$5,300.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$1,750.00
		Sub Total		\$22,500.00

Richard McKenzie

Vendor # 280813-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

Heather Merrill

Vendor # 281252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

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

Janet Potter

Vendor # 276786-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,200.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$12,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$7,800.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$3,000.00
		Sub Total		\$30,000.00

Oliver Salmon

Vendor # 280814-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00
		Sub Total		\$465,000.00
		TOTAL		\$492,500.00

Subject: Student Loan Repayment Program (SS-2018-DPHS-14-SLRP-04)


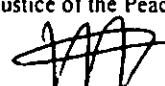
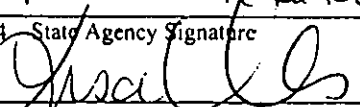
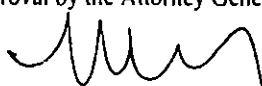
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Sandra DaCosta, LCMHC		1.4 Contractor Address 2 Wall Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-459-4022	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$45,000.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sandra DaCosta LCMHC	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>November 30, 2017</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]		 VIRGINIA M. LaROCHELLE, Justice of the Peace State of New Hampshire My Commission Expires July 22, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace VIRGINIA M. LaRoche, Practice Assistant			
1.14 State Agency Signature  Date: <u>12/1/17</u>		1.15 Name and Title of State Agency Signatory LISA MORREY, DIRECTOR DPHS	
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>1/3/18</u> mega A. / Attorney			
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.



Scope of Services

State Loan Repayment Program

The scope of services for this contract between Sandra DaCosta, LCMHC (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.

SD

11-30-17



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.

AD

11-30-17



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 AD

Date 11-30-17



Exhibit E

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11-30-17
Date

Sandra DeCosta LCUHC
Name:
Title: Child and Adolescent Therapist
Case Manager



**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

AD

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:

11-30-17
Date

Sandra Dolosta LCUHC
Name:
Title: Child and Adolescent Therapist

Exhibit G

Contractor Initials SD

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11-30-17
Date

Sandra DeCosta LCUHC
Name:
Title: Child and Adolescent Therapist.



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

Contractor Initials AD

Date 11-30-17



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 AD

Exhibit K



Exhibit K – DHHS Information Security Requirements does not apply to this contract.



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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Sandra DaCosta, LCMHC, Contractor, Mental Health Center of Greater Manchester, 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 388f 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) are 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

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 state loan repayment contributions for Sandra DaCosta, LCMHC, 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 Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH 03101 (hereafter referred to as the Employer), and is working full-time at Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH 03101 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective January 1, 2018, 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. 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

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

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

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.

William Rider 11/30/2017
William Rider, President/CEO Date
Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this 30th day of November 2017.

SEAL

[Signature]
VIRGINIA M. DUBOCHET, Justice of the Peace
State of New Hampshire
My Commission Expires July 22, 2020
Notary Public

Sandra DaCosta LCMHC 11-30-17
Sandra DaCosta, LCMHC Date
Mental Health Center of Greater Manchester

Alisa Druzba 12/13/17
Alisa Druzba, Section Administrator Date
DHHS, Division of Public Health Services
Rural Health & Primary Care Section



**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 1st Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Richard McKenzie, DO, (hereinafter referred to as "the Contractor"), an individual employed at Littleton Regional Healthcare, 600 St. Johnsbury Road, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 24, 2018, (Item #10), 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, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
December 31, 2022.
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. Modify Exhibit A, Scope of Services and replace with Exhibit A, Revisions to General Provisions, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment and replace with Exhibit B, Scope of Services, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C, Special Provisions – State Loan Repayment Program and replace with Exhibit C, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit C-1, Revisions to General Provisions.
9. Modify Exhibit D, Certification Regarding Drug-Free Workplace Requirements and replace with Exhibit D, Special Provisions – State Loan Repayment Program which is attached hereto and incorporated by reference herein.
10. Modify Exhibit E, Certification Regarding Lobbying and replace with Exhibit E, Certification of Compliance with Requirements Pertaining to Federal Non-Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections which is attached hereto and incorporated by reference herein.
11. Delete Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Non-

Richard McKenzie

Amendment #1

Contractor Initials

SS-2018-DPHS-14-SLRP-11-A01

Page 1 of 4

RM
Date 11/27/2020



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

- Discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.
12. Delete Exhibit H, Certification Regarding Environmental Tobacco Smoke.
 13. Delete Exhibit I, Health Insurance Portability and Accountability Act, Business Associate Agreement.
 14. Delete Exhibit J, Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.
 15. Delete Exhibit K, Certification Regarding Information Security Requirements.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. 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

11/5/2020
Date

DocuSigned by:
Lisa M. Morris
09380BE8AC54A0
Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

CONTRACTOR NAME

11/2/2020
Date

DocuSigned by:
Richard McKenzie
380B0D77DE854E7
Name: Richard McKenzie
Title: DO



**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

11/10/2020

Date

DocuSigned by:

A handwritten signature in black ink, appearing to read "C. Pinos", enclosed in a rectangular box.

DSCA9202E12C4AE

Name: Catherine Pinos

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: October 31, 2018 (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services



Exhibit A
Full Time Services

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.

New Hampshire Department of Health and Human Services



Exhibit B

Scope of Services

State Loan Repayment Program

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

Exhibit B

Page 1 of 1

Contractor Initials RM^{DS}
Date 11/2/2020

New Hampshire Department of Health and Human Services

Exhibit C



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

Page 1 of 1

Contractor Initials DS
RM
Date 11/2/2020



New Hampshire Department of Health and Human Services

Exhibit D

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 "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 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.

New Hampshire Department of Health and Human Services



Exhibit D

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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



New Hampshire Department of Health and Human Services

Exhibit E

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 E

DS
RM

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit E

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:

11/2/2020

Date

DocuSigned by:

Richard McKenzie

Name: Richard McKenzie

Title: DO

Exhibit E

DS
RM

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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



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:

11/2/2020

Date

DocuSigned by:
Richard McKenzie
Name: Richard McKenzie
Title: DO

DS
RM

Curriculum Vitae

Richard G. McKenzie, D.O.

316 Upper Valley Road
Bethlehem, NH 03574

E-mail: rgmckenzi@gmail.com

Tel. (603) 673-3679

EDUCATION:

July '02 – June '06 **University of New England College of Osteopathic Medicine**
Biddeford, ME

DO, Doctor of Osteopathic Medicine

Sept. '84 - July '86 **Golden Gate University, San Francisco, CA**
MBA, Marketing and Finance, Graduated with Distinction

June '79 - Jan. '81 **Thayer School of Engineering at Dartmouth College,**
Hanover, NH
BE, emphasis in Biomedical and Electrical Engineering

Sept. '74 - June '79 **Dartmouth College, Hanover, NH**
BA, Biology

WORK EXPERIENCE:

Nov. 2014 – Present **Physician: North Country Primary Care, RHC**
Littleton Regional Healthcare
Littleton, NH
Medical Director RHC, Medical Director Urgent Care, Medical
Executive Committee, ACO Medical Leader

July '09 – Nov. 2014 **Physician: Elliot Family Medicine, Elliot Health System**
New Boston, NH, Bedford, NH
Section Chief, Family Medicine, Jan. 2014-Nov. 2014
Patient care in both inpatient and outpatient settings

July '06 - June '09 **Resident: NH Dartmouth Family Medicine Residency**
Concord, NH
AOA Internship completed, June 2007, Chief Resident 2008-2009

Feb. '94 - July '02 **Eaton Corporation, (formerly Westinghouse), Amherst, NH**
Senior Sales Engineer:
Responsible for engineering and sales in New Hampshire and Vermont

WORK EXPERIENCE: (continued)

- Jan. '81 - Feb. '94 **Westinghouse Electric Corporation**
Various Engineering Assignments:
Framingham, MA Senior Sales Engineer
New York, NY Application Engineer
Pittsburgh, PA Product Specialist
Sumter, SC Product Engineer
Allentown, PA Asst. Sales Engineer
New York City Electrical Code steering committee 1988-1992
- Nov. '75 - Dec. '80 **Dartmouth-Hitchcock Medical Center, Hanover, NH**
Lab Technician: Cardiopulmonary Lab
Performed Arterial Blood Gas testing, EKG's, Pacemaker checks, and assisted with Stress tests and Cardiac Catheterizations.

TEACHING EXPERIENCE:

- July '07 - July '10 **University of New England College of Osteopathic Medicine**
Biddeford, ME
Faculty: Clinical Instructor of Family Medicine
Responsible for teaching and supervising residents and medical students including one-on-one instruction as well as small group and larger presentations
- Nov. '02 - May '03 **University of New England College of Osteopathic Medicine,**
Biddeford, ME.
Discussion Group Facilitator:
Medical Biochemistry and Medical Physiology
Small group discussion leader of assigned case studies
- Oct. '88 - Jan. '92 **Westinghouse Electric Corporation, New York, NY**
Application Engineer:
Conducted seminars and lectures for various professional engineering societies as well as customer and corporate organizations

RESEARCH EXPERIENCE:

- Sept. '78 - Dec. '80 **Dartmouth Medical School, Hanover, NH**
Research Assistant: Department of Anatomy

COMMUNITY SERVICE:

- Feb. '08 **Rotary International, Concord, NH**
Medical Mission to San Pedro Sula, Honduras
Provide medical care to underserved population
- Mar. '98 - Mar. '04 **Amherst Rescue Squad, Amherst, NH**
EMT-Intermediate: Crew Chief

CERTIFICATIONS:

Board Certified in Family Medicine

PERSONAL:

Born in Caracas, Venezuela. US Citizen 1976. Speak Spanish

Date: 10/1/2020



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: RICHARD G MCKENZIE, DO

Address Information

Address: NORTH COUNTRY PRIMARY 580 ST JOHNSBURY City: LITTLETON Zip: 03561 State: NH
CARE - RHC RD
Phone: 6034447070

License Information

License No: 14296 **Profession:** Medicine **License Type:** Physician
License Status: Current **Issue Date:** 1/7/2009 **Expiration Date:** 6/30/2021

Additional Information

Specialty: Family
Practice/Family
Medicine

Board Certification Information

Board Certified	Certification	Expiration	ABMS Board Specialties
Yes	FP		
Yes		Dec 31 2019 12:00AM	Family Medicine

Medical Education Information

Type	Facility Name	Country	Year
Medical School	UNIV OF NEW ENGLAND	USA	2006
Internship	CONCORD HOSPITAL - CONCORD, NH		2007
Residency	CONCORD HOSPITAL - CONCORD, NH		2008

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.



CERTIFICATE OF LIABILITY INSURANCE

Date:

09/28/20

Administrator:
 New England Special Risks, Inc.
 19 Oyster Way
 Mashpee, Ma. 02649
 Phone: (508) 561-6111

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURERS AFFORDING COVERAGE

Insured:
 Littleton Hospital Association DBA Littleton Regional Healthcare
 600 St. Johnsbury Rd.
 Littleton, NH. 03561

Insurer A:	Coverys Insurance Co.
Insurer B:	AIM Mutual Insurance Co.
Insurer C:	
Insurer D:	
Insurer E:	

Coverages

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 the 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, aggregate limits shown may have been reduced by paid claims.

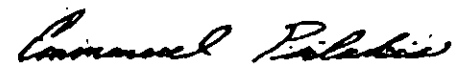
INS. LTR.	TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date	Policy Expiration Date	LIMITS	
A	General Liability	005NH-000032874	10/1/2020	10/1/2021	Each Occurrence \$ 1,000,000	
	<input checked="" type="checkbox"/> Commercial General Liability				Fire Damage (Any one fire) \$ 50,000	
	<input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence				Med Exp (Any one person) \$ 5,000	
	<input type="checkbox"/>				Personal & Adv Injury \$ 1,000,000	
	<input type="checkbox"/>				General Aggregate \$ 3,000,000	
	General Aggregate Limit Applies Per:				Products - Comp/Op Agg \$ 1,000,000	
	<input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc					
	Automobile Liability				Combined Single Limit (Each accident) \$	
	<input type="checkbox"/> Any Auto				Bodily Injury (Per person) \$	
	<input type="checkbox"/> All Owned Autos				Bodily Injury (Per accident) \$	
	<input type="checkbox"/> Scheduled Autos				Property Damage (Per accident) \$	
	<input type="checkbox"/> Hired Autos					
	Garage Liability				Auto Only - Ea. Accident \$	
	<input type="checkbox"/> Any Auto				Other Than Ea. Acc \$	
	<input type="checkbox"/>				Auto Only: Agg \$	
A	Excess Liability	005NH-000032874	10/1/2020	10/1/2021	Each Occurrence \$ 10,000,000	
	<input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made				Aggregate \$ 10,000,000	
	<input type="checkbox"/> Deductible				\$	
	<input type="checkbox"/> Retention \$				\$	
					\$	
B	Workers Compensation and Employers' Liability	ECC-600-4000599	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> Statutory Limits <input type="checkbox"/> Other	
					E.L. Each Accident \$ 500,000	
					E.L. Disease-Ea. Employer \$ 500,000	
					E.L. Disease - Policy Limit \$ 500,000	
A	Healthcare Medical Professional Liability-Claims Made	005NH-000032874	10/1/2020	10/1/2021	Per Incident \$1,000,000	
					Aggregate \$3,000,000	

Description of operations/vehicles/exclusions added by endorsement/special provision
 Evidence of Current General Liability, Healthcare Professional Liability, Excess Liability and Workers Compensation Insurance Coverage for the Insured.

Certificate Holder

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant St.
 Concord, NH. 03301

Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Authorized Representative




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

BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Shibilnette
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 to previous agreement between Richard McKenzie, DO, Contractor, Littleton Regional Healthcare, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388) 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 Richard McKenzie, 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 Littleton Regional Healthcare, 600 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Center located 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 amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$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, 2021, or date of Governor and Executive Council approval, whichever is later through December 31, 2022. 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 one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. 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 program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

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

d. Insurance:

1. The Employer shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - a. comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. The policies described in subparagraph e) Insurance herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
3. The Employer shall furnish to the Section Administrator identified in the signature block below, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Employer shall also furnish to the Section Administrator or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Section Administrator or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

e. Workers' Compensation

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Employer shall furnish the Section Administrator identified in the signature block below, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

Contractor Initials DS
RM
Date 11/2/2020

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

- 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 D 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.

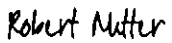
ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

7. The Contractor will be paid by the State in eight payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
 - a. First payment of \$2500 of providing services obligated under this contract.
 - b. Second payment of \$2500 of providing services obligated under this contract.
 - c. Third payment of \$2500 of providing services obligated under this contract
 - d. Fourth payment of \$2500 of providing services obligated under this contract.
 - e. Fifth payment of \$2500 of providing services obligated under this contract.
 - f. Sixth payment of \$2500 of providing services obligated under this contract.
 - g. Seventh payment of \$2500 of providing services obligated under this contract.
 - h. Eighth payment of \$2500 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
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 AMENDMENT #1

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

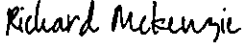
DocuSigned by:

A1C5528D8D154D2 11/5/2020

Robert Nutter, President/CEO Date
 Littleton Regional Healthcare


Subscribed and sworn to before me, this _____ day of _____, 20__.

SEAL

Notary Public

DocuSigned by:

38D80D270E84E7 11/2/2020

Richard McKenzie, DO Date
 Littleton Regional Healthcare

DocuSigned by:

D03808F06CA64A0 11/5/2020

Lisa M. Morris, Director Date
 DHHS, Division of Public Health Services



10 MRC

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
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

December 29, 2017

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, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with 13 vendors in the table below, in an amount not to exceed \$492,500, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective upon the date of Governor and Council approval through December 31, 2019 for Andrew Tremblay and through December 31, 2020 for the other vendors. 94% General and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Leanne Booth, Psych ARNP	Riverbend Community Mental Health Center, Concord, NH	Riverbend Community Support Program, 10 West Street, Concord, NH 03301	36 mths	10,000	17,500	12,500	5,000	45,000
Elaine Chappell, MD	Coos County Family Health Services, Berlin, NH	Coos County Family Health, 133 Pleasant Street, Berlin, NH as well as at 59 Page Hill Road, Berlin, NH 03570	36 mths	7,500	13,750	11,250	5,000	37,500
Jessica Croteau, PA	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Sandra DaCosta, LCMHC	Mental Health Center of Greater Manchester, Manchester, NH	Mental Health Center of Greater Manchester, 2 Wall Street, Manchester, NH	36 mths	10,000	17,500	12,500	5,000	45,000
Sarah Duplinsky, ARNP	Saco River Medical Group, Conway, NH	Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818	36 mths	10,000	17,500	12,500	5,000	45,000

Vendor	Employer	Practice Site	Term	SFY 18	SFY 19	SFY 20	SFY 21	Total
Shannon Farrell, DMD	Easter Seals NH, Manchester, NH	Easter Seals NH, 555 Auburn Street, Manchester, NH 03103	36 mths	15,000	27,500	22,500	10,000	75,000
Juanita Fernandes, APRN	LRGHealthcare, Laconia, NH	The Laconia Clinic, 724 North Main Street, Laconia, NH 03246	36 mths	5,000	8,750	6,250	2,500	22,500
Katie Latulip, RDH, CPHDH	Ammonoosuc Community Health Services, Littleton, NH	Ammonoosuc Community Health Services, 25 Mt. Eustis Road, Littleton, NH 03561	36 mths	5,950	9,500	5,300	1,750	22,500
Richard McKenzie, MD	Littleton Regional Healthcare, NH	North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561	36 mths	7,500	13,750	11,250	5,000	37,500
Heather Merrill, LCMHC	Behavioral Health & Development Services of Strafford County, Community Partners, Dover, NH	Community Partners, 50 Chestnut Street, Dover, NH 03820	36 mths	10,000	17,500	12,500	5,000	45,000
Janet Potter, LADC	West Central Services, Inc., Lebanon, NH	West Central Behavioral Health, 85 Mechanic Street, Suite 360, Lebanon, NH 03766	36 mths	7,200	12,000	7,800	3,000	30,000
Oliver Salmon, DO	Speare Memorial Hospital, Plymouth, NH	Plymouth Pediatric and Adolescent Medicine, 71 Highland Street, Plymouth, NH 03264	36 mths	7,500	13,750	11,250	5,000	37,500
Andrew Tremblay, MD	Cheshire Medical Center, Keene, NH	Dartmouth-Hitchcock Clinic, 580-590 Court Street, Keene, NH 03431	24 mths	7,500	13,750	6,250	0	27,500
		Total		108,150	191,500	138,100	54,750	492,500

Funds to support this request are available in State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021 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 thirteen (13) agreements for a total of \$492,500 to be used to provide payments to State Loan Repayment Program medical, dental and mental health 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. Organizations/facilities that are funded by programs in the Department of Health and Human Services are also considered eligible sites. As one of several approaches to improve access to health care and mental health 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, behavioral health services, or substance abuse treatment 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 must be 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 or Mental Health Program with the Department of Health and Human Services. 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 13 Contractors will be working full-time and part-time, as indicated, and have committed to a minimum service obligation of 24 or 36 months, dependent upon full-time/part-time status. The part-time Contractor has the option to extend the Agreement for one additional year; 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, community mental health centers, substance abuse treatment 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 medical services.

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 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.

To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.

All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. 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.

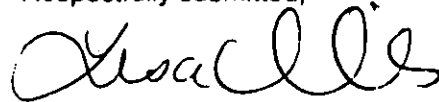
Areas served: Belknap, Carroll, Cheshire, Coos, Grafton, Hillsborough, Merrimack and Sullivan Counties.

Source of Fund: 94% General Funds and 6% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 5 of 5

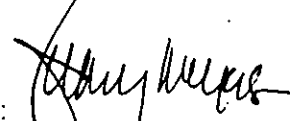
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lisa M. Morris, MSSW
Director

Approved by:



Jeffrey A. Meyers
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 from the NH Medical Malpractice Joint Underwriters Association

Andrew Tremblay

Vendor # 280815-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90074001	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90074001	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90074001	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90074001	-
		Sub Total		\$27,500.00

100% General Funds

Leanne Booth

Vendor # 280784-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Elaine Chappell

Vendor # 280789-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

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

Jessica Croteau

Vendor # 280359-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Sandra DaCosta

Vendor # 280790-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

Sarah Duplinsky

Vendor # 280811-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,000.00
		Sub Total		45,000.00

Shannon Farrell

Vendor # 280812-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$15,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$27,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$22,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$10,000.00
		Sub Total		\$75,000.00

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

Juanita Fernandes

Vendor # 280360-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$8,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$6,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$2,500.00
		Sub Total		\$22,500.00

Katie Latulip

Vendor # 276764-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$5,950.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$9,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$5,300.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$1,750.00
		Sub Total		\$22,500.00

Richard McKenzie

Vendor # 280813-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00

Heather Merrill

Vendor # 281252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$10,000.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$17,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$12,500.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$45,000.00

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

Janet Potter

Vendor # 276786-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,200.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$12,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$7,800.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$3,000.00
		Sub Total		\$30,000.00

Oliver Salmon

Vendor # 280814-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2018	073-500578	Grants-Non Federal	90075000	\$7,500.00
SFY 2019	073-500578	Grants-Non Federal	90075000	\$13,750.00
SFY 2020	073-500578	Grants-Non Federal	90075000	\$11,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	\$5,000.00
		Sub Total		\$37,500.00
		Sub Total		\$465,000.00
		TOTAL		\$492,500.00

Subject: Student Loan Repayment Program (SS-2018-DPHS-14-SLRP-11)

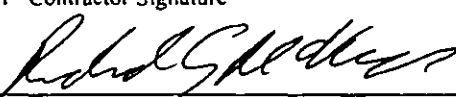


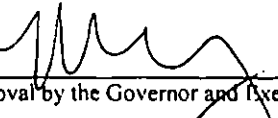
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Richard McKenzie, MD		1.4 Contractor Address 600 St. Johnsbury Road, Littleton, NH 03561	
1.5 Contractor Phone Number 603-673-3679	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$37,500.00
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory RICHARD MCKENZIE PHYSICIAN	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>Nov. 29, 2017</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 <u>admitted</u> 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 DAWN MCPHEE			
1.14 State Agency Signature 		Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR OPIHS	
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>Megan A. Kelly - Attorney</u> <u>1/3/18</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.



Scope of Services

State Loan Repayment Program

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



Exhibit B

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.

RGM

11/29/17



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 RAM

Date 11/29/17



Exhibit E

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/29/17
Date

Richard McKenzie
Name: RICHARD MCKENZIE
Title: PHYSICIAN



**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 EGW

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:

11/29/17
Date

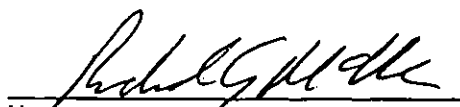

Name: RICHARD MACKENZIE
Title: PHYSICIAN

Exhibit G

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

Contractor Initials RM



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:

11/29/17
Date



Name: RICHARD NELLEZIE
Title: PHYSICIAN



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

Contractor Initials RCW

Date 11/21/17



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 RAM

Date 4/24/17

New Hampshire Department of Health and Human Services
Exhibit K



Exhibit K - DHHS Information Security Requirements does not apply to this contract.



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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

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

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) are 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

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 state loan repayment contributions for Richard McKenzie, MD, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Littleton Regional Healthcare, 600 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred to as the Employer), and is working full-time at North Country Primary Care, 580 St. Johnsbury Road, Littleton, NH 03561 (hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Center located 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 \$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, 2018, 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. 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

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

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.

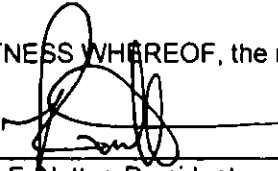
ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
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.



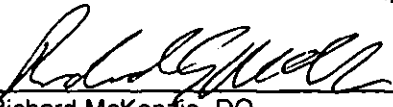
Robert F. Nutter, President
Littleton Regional Healthcare
Date 11.29.17

Subscribed and sworn to before me this 29 day of November, 2017.






Notary Public



Richard McKenzie, DO
North Country Primary Care
Date 11/29/17



Alisa Druzba, Section Administrator
DHHS, Division of Public Health Services
Rural Health & Primary Care Section
Date 12/13/17