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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

Patricia M. Tilley  
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

August 23, 2021

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 \$50,000, from \$605,350 to \$655,350, and extending the completion date from September 30, 2021 to September 30, 2023, effective upon Governor and Executive Council approval. 100% General Funds.

This agreement was originally approved by the Governor and Executive Council on October 31, 2018 (Item #26).

Funds are available in the following account for State Fiscal Years 2022 and 2023, 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	Practice Site	Term	Current Total	Increase	Revised Total
Sylvia Bradd, LCSW	Mental Health Center of Greater Manchester Manchester, NH	Community Support Services Manchester, NH	36 mths	18,600	0	18,600
Emily Kelly, APRN	Littleton Regional Healthcare Littleton, NH	North Country Women's Health Littleton, NH	24 mths	6,000	0	6,000
Melissa Stephens, LCMHC	Riverbend Community Mental Health Center Concord, NH	Riverbend Community Mental Health Center Concord, NH	36 mths	45,000	0	45,000
Amy Stultz, PsyD	Riverbend Community Mental Health Center Concord, NH	Riverbend Children's Intervention Program Concord, NH	36 mths	45,000	20,000	65,000
Jerrica Moore, PA	Huggins Hospital Wolfeboro, NH	Wolfeboro Family Medicine Wolfeboro, NH	24 mths	17,500	0	17,500

Sara Lorello, MFT	Seacoast Mental Health Center Portsmouth, NH	Seacoast Mental Health Center Portsmouth, NH	36 mths	38,000	0	38,000
Kathryn Laux, MLADC	Families in Transition Manchester, NH	Willows Substance Abuse Treatment Center Manchester, NH	36 mths	45,000	0	45,000
Jennifer Pearson, APRN	LRGHealthcare Laconia, NH	Belknap Family Health Center Meredith, NH	36 mths	22,500	0	22,500
Lydia Huston, APRN	LRGHealthcare Laconia, NH	Lakes Region General Hospital Urgent Care Laconia, NH	36 mths	22,500	0	22,500
Ashley Francis, APRN	Speare Memorial Hospital Plymouth, NH	Plymouth Pediatric and Adolescent Medicine Plymouth, NH	36 mths	22,500	0	22,500
Lauren Blue, MD	Speare Memorial Hospital Plymouth, NH	Plymouth OB/GYN Plymouth, NH	36 mths	37,500	0	37,500
Erika Hood, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	36 mths	22,500	0	22,500
Jamison Coastello, DO	Huggins Hospital Wolfeboro, NH	Wolfeboro Family Medicine Wolfeboro, NH	36 mths	55,000	20,000	75,000
Cynthia Wolz, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	24 mths	8,750	0	8,750
Amanda Byrne, RDH	Dental Health Works of Cheshire Cty, Inc. Keene, NH	Dental Health Works of Cheshire Cty, Inc. Keene, NH	36 mths	30,000	10,000	40,000
Melissa Baker, LICSW	West Central Services, Inc. Lebanon, NH	West Central Behavioral Health Newport/Lebanon, NH	36 mths	43,500	0	43,500
Mallory Grande, RDH	Coos County Family Health Berlin, NH	Coos County Family Dental Berlin, NH	36 mths	12,300	0	12,300
Sarah Wolfberg, PsyD	Center for New Beginnings Littleton, NH	Center for New Beginnings Littleton, NH	36 mths	45,000	0	45,000
Lauren Stacy, APRN	Monadnock Comm. Hospital Peterborough, NH	Jaffrey Family Medicine Jaffrey, NH	36 mths	16,700	0	16,700
Nicole Maher- Whiteside, PNP	Northern Human Services Conway, NH	Northern Human Services Conway, NH	24 mths	17,500	0	17,500
Tara Davis- Thompson, LCMHC	Concord Hospital Family Health Center Concord, NH	Concord Hospital Family Health Center Concord, NH	36 mths	34,000	0	37,700
			<b>Total:</b>	<b>605,350</b>	<b>50,000</b>	<b>655,350</b>

### EXPLANATION

This purpose of this request is to extend the term of three State Loan Repayment Program (SLRP) 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, SLRP 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 SLRP 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, 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: Carroll, Cheshire, and Merrimack County.

Source of Funds: 100% General Funds

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% General Funds**

**Note: Change in Class/Account # for SLRP, but still General Funds**

**Sylvia Bradd**

**Vendor # 290637-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	6,138.00	-	6,138.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,789.00	-	6,789.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,650.00	-	4,650.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,023.00	-	1,023.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				18,600.00	-	18,600.00

**Emily Kelly**

**Vendor # 290365-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	2,340.00	-	2,340.00
SFY 2020	073-500578	Grants-Non Federal	90075000	2,940.00	-	2,940.00
SFY 2021	073-500578	Grants-Non Federal	90075000	720.00	-	720.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-	-	-
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				6,000.00	-	6,000.00

**Melissa Stephens**

**Vendor # 290309-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00	-	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00	-	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00	-	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00	-	2,500.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				45,000.00	-	45,000.00

**Amy Stultz**

**Vendor # 290361-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00	-	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00	-	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00	-	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00	-	2,500.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	7,500.00	7,500.00
SFY 2023	103-502507	Contracts for Op Services	90075000	-	10,000.00	10,000.00
SFY 2024	103-502507	Contracts for Op Services	90075000	-	2,500.00	2,500.00
Sub Total				45,000.00	20,000.00	65,000.00

**Jerrica Moore**

**Vendor # 290639-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00	-	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00	-	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00	-	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-	-	-
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				17,500.00	-	17,500.00

**Sara Lorello**

**Vendor # 290638-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	12,540.00	-	12,540.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,870.00	-	13,870.00
SFY 2021	073-500578	Grants-Non Federal	90075000	9,500.00	-	9,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,090.00	-	2,090.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				38,000.00	-	38,000.00

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

Kathryn Laux

Vendor # 290406-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00	-	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00	-	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00	-	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00	-	2,500.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				45,000.00	-	45,000.00

Jennifer Pearson

Vendor # 290364-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00	-	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00	-	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00	-	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00	-	1,250.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				22,500.00	-	22,500.00

Lydia Huston

Vendor # 290455-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00	-	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00	-	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00	-	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00	-	1,250.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				22,500.00	-	22,500.00

Ashley Francis

Vendor # 290457-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00	-	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00	-	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00	-	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00	-	1,250.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				22,500.00	-	22,500.00

Lauren Blue

Vendor # 290456-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	11,250.00	-	11,250.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,125.00	-	13,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,625.00	-	10,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00	-	2,500.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				37,500.00	-	37,500.00

Erika Hood

Vendor # 290446-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00	-	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00	-	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00	-	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00	-	1,250.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
Sub Total				22,500.00	-	22,500.00

Jamison Costello

Vendor # 290454-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	17,496.00	-	17,496.00
SFY 2020	073-500578	Grants-Non Federal	90075000	19,584.00	-	19,584.00

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2021	073-500578	Grants-Non Federal	90075000	14,586.00	-	14,586.00
SFY 2022	073-500578	Grants-Non Federal	90075000	3,334.00	-	3,334.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	7,500.00	7,500.00
SFY 2023	103-502507	Contracts for Op Services	90075000	-	10,000.00	10,000.00
SFY 2024	103-502507	Contracts for Op Services	90075000	-	2,500.00	2,500.00
		Sub Total		55,000.00	20,000.00	75,000.00

Cynthia Wolz

Vendor # 290363-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	3,606.00	-	3,606.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,159.00	-	4,159.00
SFY 2021	073-500578	Grants-Non Federal	90075000	985.00	-	985.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-	-	-
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		8,750.00	-	8,750.00

Amanda Byrne

Vendor # 290335-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	9,900.00	-	9,900.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,950.00	-	10,950.00
SFY 2021	073-500578	Grants-Non Federal	90075000	7,500.00	-	7,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,650.00	-	1,650.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	3,750.00	3,750.00
SFY 2023	103-502507	Contracts for Op Services	90075000	-	5,000.00	5,000.00
SFY 2024	103-502507	Contracts for Op Services	90075000	-	1,250.00	1,250.00
		Sub Total		30,000.00	10,000.00	40,000.00

Melissa Baker

Vendor # 290366-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	14,355.00	-	14,355.00
SFY 2020	073-500578	Grants-Non Federal	90075000	15,879.00	-	15,879.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,874.00	-	10,874.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,392.00	-	2,392.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		43,500.00	-	43,500.00

Mallory Grande

Vendor # 290313-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	4,059.00	-	4,059.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,491.00	-	4,491.00
SFY 2021	073-500578	Grants-Non Federal	90075000	3,074.00	-	3,074.00
SFY 2022	073-500578	Grants-Non Federal	90075000	676.00	-	676.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		12,300.00	-	12,300.00

Sarah Wolfberg

Vendor # 290640-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00	-	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00	-	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00	-	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00	-	2,500.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		45,000.00	-	45,000.00

Lauren Stacy

Vendor # 290362-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	5,511.00	-	5,511.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,094.00	-	6,094.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,176.00	-	4,176.00
SFY 2022	073-500578	Grants-Non Federal	90075000	919.00	-	919.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		16,700.00	-	16,700.00

Attachment - State Loan Repayment Program

Financial Detail

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

Nicole Maher-Whiteside

Vendor # 290310-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00	-	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00	-	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00	-	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-	-	-
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		17,500.00	-	17,500.00

Tara Davis-Thompson

Vendor # 290311-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase	Revised Budget
SFY 2019	073-500578	Grants-Non Federal	90075000	11,220.00	-	11,220.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,410.00	-	12,410.00
SFY 2021	073-500578	Grants-Non Federal	90075000	8,500.00	-	8,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,870.00	-	1,870.00
SFY 2022	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2023	103-502507	Contracts for Op Services	90075000	-	-	-
SFY 2024	103-502507	Contracts for Op Services	90075000	-	-	-
		Sub Total		34,000.00	-	34,000.00
		<b>TOTAL</b>		<b>605,350.00</b>	<b>50,000.00</b>	<b>655,350.00</b>



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amy Stultz, PsyD, (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 October 31, 2018, (Item #26), 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:  
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$65,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. 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-

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

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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.

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# 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

8/19/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

### CONTRACTOR NAME

8/18/2021

Date

DocuSigned by:  
*Amy Stultz*  
Name: Amy Stultz  
Title: Psy.D.

<sup>DS</sup>  
*AS*



**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

8/19/2021

Date

DocuSigned by:

D5CA9302E32C4AE

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

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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Amy Stultz, PsyD (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



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials AS  
Date 8/18/2021



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.

Contractor Initials AS  
Date 8/18/2021



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

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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:

8/18/2021

Date

DocuSigned by:

Amy Stultz

Name: Amy Stultz

Title: Psy.D.

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 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:

8/18/2021

Date

DocuSigned by: Amy Stultz
Name: Amy Stultz
Title: Psy.D.

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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. Shibinette  
Commissioner

Patricia M. Tilley  
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 Amy Stultz, PsyD, 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 Amy Stultz, PsyD, 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 Mental Health Center, 105 Loudon Road, Bldg. 3, 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 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 agreement is to be effective October 1, 2021, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. 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:  
*Lisa K. Madden* 8/18/2021  
82088E18900F4CC  
 \_\_\_\_\_  
 Lisa Madden, CEO Date  
 Riverbend Community Mental Health Center

DocuSigned by:  
*Amy Stultz* 8/18/2021  
9ECC67A84E04E8  
 \_\_\_\_\_  
 Amy Stultz, PsyD Date  
 Riverbend Community Mental Health Center

DocuSigned by:  
*Patricia M. Tilley* 8/19/2021  
040F030F50F0400  
 \_\_\_\_\_  
 Patricia M. Tilley, Director Date  
 DHHS, Division of Public Health Services

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/09/2021

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.

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.

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. (NAIC # 18058), INSURER B: Granite State Healthcare & Human Svc WC (NONAIC), INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

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

## Curriculum Vitae

### **AMY STULTZ, Psy.D.**

Riverbend Community Mental Health, Inc  
Children's Intervention Program  
105 Loudon Road, Building Three  
Concord, New Hampshire 03302

#### **Licensure**

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**State of New Hampshire**  
Licensed Psychologist  
License # 1123

#### **Education**

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##### **Graduate:**

Nova Southeastern University, APA accredited Psy.D. Program  
Davie, Florida  
**Doctor of Psychology:** August 2003  
**Master of Science:** April 2000

##### **Undergraduate:**

Florida State University  
Tallahassee, Florida  
**Major:** Psychology **Minor:** Sociology  
**Bachelor of Science:** May 1998

#### **Employment**

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##### **Children's Intervention Program (CHIP), Clinical Psychologist**

Riverbend Community Mental Health, Inc.  
Concord, New Hampshire  
August 2003-present  
Administrative/Clinical Supervisor: Terri Holland, LCMHC  
Responsibilities:

Conduct individual and family therapy with children age three to eighteen who meet criteria for being Seriously Emotionally Disturbed, and present for treatment with a variety of diagnoses. Participate in crisis and case-management, parent education/training, and lead Dialectical Behavior Therapy groups. Work on a multi-disciplinary team with psychiatrists, psychologists, social workers, and other clinicians. Administer comprehensive psychological and psychoeducational batteries, interpret test results, and compile professional reports for children with a variety of diagnoses. Coordinate psychological testing for CHIP and the Franklin Children's team.

plans. Taught children The Picture Exchange Communication System (PECs) for daily activities. Responsible for feeding, toileting, and designing activities appropriate to the developmental/intellectual functioning of each child.

### **Mental Health Offices**

Office Assistant

June-August 1998

Responsibilities included:

Assisted in obtaining insurance information and collecting payment for psychological services.

### **Clinical Training**

#### **Children's Intervention Program (ChIP)**

Riverbend Community Mental Health, Inc.

Post-doctoral Training

Concord, New Hampshire

August 2003-October 2004

Supervisor: Kirke Olson, Psy.D., Susan Summerson, LMHC

Responsibilities:

The Children's Intervention Program at Riverbend Community Mental Health Center provides an array of services to children and their families. Conducted individual and family therapy with children age three to eighteen. The children meet criteria for being Seriously Emotionally Disturbed or At-Risk, and present for treatment with a variety of diagnoses. Participated in crisis and case management, parent education/training, and co-led a Dialectical Behavior Therapy group. Worked on a multi-disciplinary team with psychiatrists, psychologists, social workers, and other clinicians. Administered comprehensive psychological and psychoeducational batteries, interpreted test results, and compiled professional reports for children with a variety of diagnoses. Caseload varied from 28-35 clients.

#### **Children's Intervention Program (ChIP)**

Riverbend Community Mental Health, Inc.

Pre-doctoral Internship Program

Concord, New Hampshire

September 2002-August 2003

Supervisor: Lesley Slavin, Ph.D., Kirke Olson, Psy.D.

Responsibilities:

The Children's Intervention Program at Riverbend Community Mental Health Center provides an array of services to children and their families. Conducted individual and family therapy with children age three to eighteen. The children meet criteria for being Seriously Emotionally Disturbed or At-Risk, and present for treatment with a variety of diagnoses. Participated in crisis and case management, parent education/training, and co-led a Dialectical Behavior Therapy group. Worked on a multi-disciplinary team with psychiatrists, psychologists, social workers, and other clinicians. Administered comprehensive

**Program for Adult Services (PAS)**

Nova Southeastern University Community Mental Health Center

Pre-doctoral Practicum

Davie, Florida

May 1999-May 2000

Supervisors: William Dorfman, Ph.D. and Ana Martinez, Psy.D.

Responsibilities:

The Program for Adult Services provides comprehensive outpatient care to adults with mental illness. Conducted individual psychotherapy, biopsychosocial intakes and assessment with adult clients. Developed individualized treatment plans and utilized flexible treatment modalities for adults with varying Axis I and Axis II disorders. Integrated familial involvement in client's treatment.

Participated in a multidisciplinary team with psychiatrists and crisis clinicians.

Administered personality inventories, interpreted results, and compiled professional psychological reports. Case conferences, training seminars, and individual supervision were attended.

**Day Treatment Program**

Nova Southeastern University Community Mental Health Center

Pre-doctoral Practicum

Davie, Florida

August 1999-May 2000

Supervisors: William Dorfman, Ph.D., Ana Martinez, Psy.D. and Judy Roberts, LMHC.

Responsibilities:

The Day Treatment Program provides group and individual treatment for adults with severe and chronic mental illness. Individual psychotherapy focused on helping clients maintain or restore the skills necessary to function adequately in the community. Psychoeducation was utilized to increase client's understanding of their illness. Sleep and personal hygiene skills were addressed and appropriate social skills necessary for community involvement were taught. Developed and conducted groups focusing on medication management, life management skills, psychological stressors, and job training opportunities. Participated with psychiatrists, case managers, and crisis clinicians to better manage the client's treatment goals.

**Nova Community Clinic for Older Adults (NCOAA)**

Nova Southeastern University

Pre-doctoral Pre-practicum

Davie, Florida

January 1999-June 1999

Supervisor: William Kelleher, Ph.D.

Responsibilities:

**Bainbridge Headstart Program**

Research Assistant

January-April 1997

Supervisor: Christopher Lonigan, Ph.D.

Responsibilities:

Conducted Dialectic Reading with preschool age children encouraging the enhancement of vocabulary. Tested its use in promoting literacy in children in low SES populations.

**Additional Professional Training**

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Dialectical Behavior Therapy (DBT)

Compassion Fatigue/Burnout

Mindfulness

Anxiety Disorders

Autism: Discrete Trials, Picture Exchange Communication System (PECS),  
Intensive Applied Behavior Analysis

Early Childhood/Infant Mental Health

Psychotropic Medication

Suicide Postvention and Managing Sudden Traumatic Loss in the Schools

Violent Children in Schools

Relaxation Training

Psychological Assessment

**Academic Honors and Awards**

---

Magna Cum Laude, Nova Southeastern University 2003

Magna Cum Laude, Florida State University 1998

Florida Academic Scholarship 1994-1998

Bright Future's Scholarship 1996-1998

Dean's List: Florida State University 1994-1998

President's List: Florida State University 1998

Phi Beta Kappa Honor Society 1998

Psi Chi Psychology Honor Society 1996-1998

National Society of Collegiate Scholars (Executive Board 1997, Charter Member 1996)

Phi Kappa Phi Honor Society 1997-1998

Golden Key Honor Society 1996-1998

Phi Eta Sigma Freshman Honor Society 1995



# NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing Home

### Person Information

Name: AMY F STULTZ  
State NH

### License Information

License No: 1123  
Profession: Psychology  
License Type: Psychologist  
License Status: Active  
Issue Date: 1/29/2007  
Expiration Date: 6/30/2023

### Remarks

No Related Documents







Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

October 02, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with twenty vendors in an amount not to exceed \$587,850, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective October 1, 2018 or date of Governor and Council approval, whichever is later, through September 30, 2020 for Emily Kelly, Cynthia Wolz, and Nicole Maher-Whiteside, and through September 30, 2021 for the other vendors. 100% General Funds.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 19	SFY 20	SFY 21	SFY 22	Total
Sylvia Bradd, LICSW	Mental Health Center of Greater Manchester Manchester, NH	Community Support Services Manchester, NH	36 mths	6,138	6,789	4,650	1,023	18,600
Emily Kelly, APRN	Littleton Regional Healthcare Littleton, NH	North Country Women's Health Littleton, NH	24 mths	2,340	2,940	720	NA	6,000
Melissa Stephens, LCMHC	Riverbend Community Mental Health Center Concord, NH	Riverbend Community Mental Health Center Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Amy Stultz, PsyD	Riverbend Community Mental Health Center Concord, NH	Riverbend Children's Intervention Program Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Sara Lorello, MFT	Seacoast Mental Health Center Portsmouth, NH	Seacoast Mental Health Center Portsmouth, NH	36 mths	12,540	13,870	9,500	2,090	38,000
Kathryn Laux, MLADC	Families in Transition Manchester, NH	Willows Substance Abuse Treatment Center Manchester, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Jennifer Pearson, APRN	LRGHealthcare Laconia, NH	Belknap Family Health Center Meredith, NH	36 mths	7,500	8,125	5,625	1,250	22,500

Lydia Huston, APRN	LRGHealthcare Laconia, NH	Lakes Region General Hospital Urgent Care Laconia, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Ashley Francis, APRN	Speare Memorial Hospital Plymouth, NH	Plymouth Pediatric and Adolescent Medicine Plymouth, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Lauren Blue, MD	Speare Memorial Hospital Plymouth, NH	Plymouth OB/GYN Plymouth, NH	36 mths	11,250	13,125	10,625	2,500	37,500
Erika Hood, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Jamison Costello, DO	Huggins Hospital Wolfeboro, NH	Wolfeboro Family Medicine Wolfeboro, NH	36 mths	17,496	19,584	14,586	3,334	55,000
Cynthia Wolz, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	24 mths	3,606	4,159	985	NA	8,750
Amanda Byrne, RDH	Dental Health Works of Cheshire County, Inc. Keene, NH	Dental Health Works of Cheshire County, Inc. Keene, NH	36 mths	9,900	10,950	7,500	1,650	30,000
Melissa Baker, LICSW	West Central Services, Inc. Lebanon, NH	West Central Behavioral Health Services Newport, NH/ Lebanon, NH	36 mths	14,355	15,879	10,874	2,392	43,500
Mallory Grande, RDH	Coos County Family Health Services Berlin, NH	Coos County Family Dental Berlin, NH	36 mths	4,059	4,491	3,074	676	12,300
Sarah Wolfberg, PsyD	Center for New Beginnings Littleton, NH	Center for New Beginnings Littleton, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Lauren Stacy, APRN	Monadnock Community Hospital Peterborough, NH	Jaffrey Family Medicine Jaffrey, NH	36 mths	5,511	6,094	4,176	919	16,700
Nicole Maher- Whiteside, PNP	Northern Human Services Conway, NH	Northern Human Services Conway, NH	24 mths	6,825	8,575	2,100	NA	17,500
Tara Davis- Thompson, LCMHC	Concord Hospital Family Health Center Concord, NH	Concord Hospital Family Health Center Concord, NH	36 mths	11,220	12,410	8,500	1,870	34,000
			Total:					587,850

Funds to support this request are available in SFY 2019, and are anticipated to be available in SFY 2019/2020/2021 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 twenty agreements for a total of \$587,850 to be used to provide payments to State Loan Repayment Program medical 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 twenty Contractors will be working full-time or part-time and have committed to a minimum service obligation of 24 to 36 months. The full-time Contractors have the option to extend their Agreements for two additional years, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council. The part-time Contractors have the option to extend their Agreements for one additional year, 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.

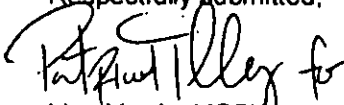
All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. The presence of the Contractors in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within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

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

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

Source of Funds: 100% General.

Respectfully submitted,

  
Lisa 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% General Funds

**Sylvia Bradd**

Vendor # 290637-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,138.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,789.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,650.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,023.00
		Sub Total		18,600.00

**Emilly Kelly**

Vendor # 290365-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,340.00
SFY 2020	073-500578	Grants-Non Federal	90075000	2,940.00
SFY 2021	073-500578	Grants-Non Federal	90075000	720.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		6,000.00

**Melissa Stephens**

Vendor # 290309-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		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

**Amy Stultz** Vendor # 290361-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

**Sara Lorello** Vendor # 290638-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	12,540.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,870.00
SFY 2021	073-500578	Grants-Non Federal	90075000	9,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,090.00
		Sub Total		38,000.00

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

Kathryn Laux

Vendor # 290406-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

Jennifer Pearson

Vendor # 290364-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

Lydia Huston

Vendor # 290455-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00



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

**Ashley Francis**

Vendor # 290457-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**Lauren Blue**

Vendor # 290456-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		37,500.00

**Erika Hood**

Vendor # 290446-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

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

Jamison Costello

Vendor # 290454-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	17,496.00
SFY 2020	073-500578	Grants-Non Federal	90075000	19,584.00
SFY 2021	073-500578	Grants-Non Federal	90075000	14,586.00
SFY 2022	073-500578	Grants-Non Federal	90075000	3,334.00
		Sub Total		55,000.00

Cynthia Wolz

Vendor # 290363-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	3,606.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,159.00
SFY 2021	073-500578	Grants-Non Federal	90075000	985.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		8,750.00

Amanda Byrne

Vendor # 290335-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	9,900.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,950.00
SFY 2021	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,650.00
		Sub Total		30,000.00

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

Melissa Baker

Vendor # 290366-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	14,355.00
SFY 2020	073-500578	Grants-Non Federal	90075000	15,879.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,874.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,392.00
		Sub Total		43,500.00

Mallory Grande

Vendor # 290313-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	4,059.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,491.00
SFY 2021	073-500578	Grants-Non Federal	90075000	3,074.00
SFY 2022	073-500578	Grants-Non Federal	90075000	676.00
		Sub Total		12,300.00

Sarah Wolfberg

Vendor # 290640-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		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**

**Lauren Stacy**

**Vendor # 290362-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,511.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,094.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,176.00
SFY 2022	073-500578	Grants-Non Federal	90075000	919.00
		Sub Total		16,700.00

**Nicole Maher-Whiteside**

**Vendor # 290310-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		17,500.00

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

Tara Davis-Thompson

Vendor # 290311-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,220.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,410.00
SFY 2021	073-500578	Grants-Non Federal	90075000	8,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,870.00
		Sub Total		34,000.00
		TOTAL		587,850.00

Subject: Student Loan Repayment Program (SS-2019-DPHS-13-STUDE-04)

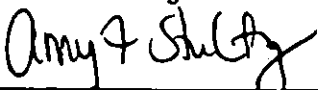
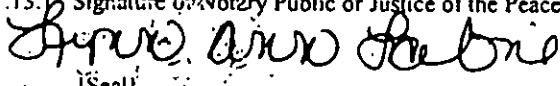
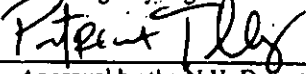

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**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 Amy Stultz, PsyD		1.4 Contractor Address PO Box 2032, Concord, NH 03302; 105 Loudon Road, Bldg. 3, Concord, NH 03301	
1.5 Contractor Phone Number 603-724-1889 228-0547	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date September 30, 2021	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 Amy F. Stultz, Clinical Psychologist	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>August 28, 2018</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) <u>LYNN ANN LABRIE, Notary Public</u> My Commission Expires <u>December 6, 2022</u>			
1.14 State Agency Signature  Date: <u>10/2/18</u>		1.15 Name and Title of State Agency Signatory For Lisa Morris, Director DPHS DHH'S	
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>10/10/18</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 AC  
Date 8/20/18



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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Amy Stultz, Psychologist (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.

AS

8/28/18



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

AS

8/28/10



**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.

AS  
8/28/16



Exhibit D

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

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials

AS

Date

8/23/10



Exhibit E

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

AS  
8/28/18

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**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:

8/28/18  
Date

Name: Amy F. Stutte, Psy. D.  
Title: NH Licensed Clinical Psychologist



**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

AS

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

Date

5/23/18

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

Date 8/28/18

*Amy F. Stulz*  
Name: Amy F. Stulz, Psy.D.  
Title: NH Licensed Clinical Psychologist

Exhibit G

Contractor Initials

AS

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

Date

8/28/18



**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:

8/28/18  
Date

*[Signature]*  
Name: Amy F. Stutz Psy.D.  
Title: NH Licensed Clinical Psychologist

AS  
Contractor Initials  
Date 8/28/18



Exhibit I

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

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

Contractor Initials AS

Date 8/28/18



Exhibit J

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

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

Contractor Initials

AS

Date

8/28/10

New Hampshire Department of Health and Human Services  
Exhibit K  
DHHS Information Security Requirements



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

Contractor Initials AS  
Date 8/20/18





**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 Amy Stultz, PsyD, 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.

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 8/28/18

## 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 Amy Stultz, PsyD, 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 Children's Intervention Program, 105 Loudon Road, Bldg. 3, 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 October 1, 2018, or date of Governor and Executive Council approval, whichever is later through September 30, 2021. 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

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07/28/10

## 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

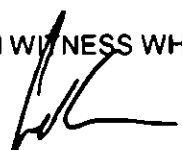
7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000 of providing services obligated 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.

AS  
07/23/16


ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

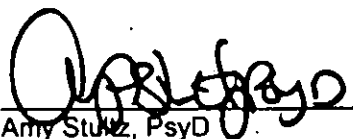
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.


  
\_\_\_\_\_  
Peter Evers, President/CEO  
Riverbend Community Mental Health Center  
Date 9/4/18

Subscribed and sworn to before me, this 4<sup>th</sup> day of September, 2018.

SEAL

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

  
\_\_\_\_\_  
Amy Stutz, PsyD  
Riverbend Community Mental Health Center  
Date 9/30/18

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section  
Date 9/18/18



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Jamison Costello, DO, (hereinafter referred to as "the Contractor"), an individual employed at Huggins Hospital, 240 South Main Street, Wolfeboro, NH 03894.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item #26), 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:  
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$75,000.
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-



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

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- 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

8/23/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

CONTRACTOR NAME

8/19/2021

Date

DocuSigned by:  
*Jamison Costello*  
Name: Jamison Costello  
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

8/25/2021

Date

DocuSigned by:

D5CA9202E32CAAE  
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

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**Scope of Services**

**State Loan Repayment Program**

The scope of services for this contract between Jamison Costello, 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 DS  
JC  
Date 8/19/2021

New Hampshire Department of Health and Human Services

Exhibit C



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials DS  
SC  
Date 8/19/2021



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.

DS  
JC

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  
SC

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

02/05/2020

Rev. 02/05/2020

Page 1 of 2

8/19/2021

Date





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:

8/19/2021

Date

DocuSigned by:

Jamison Costello

98FE2208A93049E

Name: Jamison Costello

Title: DO

Exhibit E

DS  
JC

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

DS  
SC



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:

8/19/2021

Date

DocuSigned by: Jamison Costello
Name: Jamison Costello
Title: DO

DS
JC



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

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

Lori A. Shabinette  
Commissioner

Patricia M. Tilley  
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 Jamison Costello, DO, Contractor, Huggins 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 Jamison Costello, 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 Huggins Hospital, 240 South Main Street, Wolfeboro, NH 03894 (hereafter referred to as the Employer), and is working full-time at Wolfeboro Family Medicine, 240 South Main Street, Wolfeboro, NH 03894 (hereafter referred as the Practice Site).
2. The Practice Site is a Critical Access Hospital run primary care practice in a Medically Underserved Area (ID #02101) located in Carroll County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this 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 October 1, 2021, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. 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:  
*Jeremy S. Roberge* 8/23/2021  
BDE45082C8CB400...  
 \_\_\_\_\_  
 Jeremy S. Roberge, President and CEO Date  
 Huggins Hospital

DocuSigned by:  
*Jamison Costello* 8/19/2021  
90FE9006A6004BE...  
 \_\_\_\_\_  
 Jamison Costello, DO Date  
 Huggins Hospital

DocuSigned by:  
*Patricia M. Tilley* 8/23/2021  
946F838F5BFD4C8...  
 \_\_\_\_\_  
 Patricia M. Tilley, Director Date  
 DHHS, Division of Public Health Services



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/10/2021

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

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

<b>PRODUCER</b> Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	<b>CONTACT NAME:</b> Paula Martineau, AAI, ACSR	
	<b>PHONE (A/C, No. Ext):</b> (603) 812-2600	<b>FAX (A/C, No):</b> (603) 570-1073
	<b>E-MAIL ADDRESS:</b> pmartineau@crossagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Frankenmuth Mutual Ins Co.	13986
	<b>INSURER B:</b> Excelsior Insurance Co.	11045
	<b>INSURER C:</b> Medical Mutual Ins Company of Maine	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                                      **CERTIFICATE NUMBER:** 21-22                                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	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			6651428	01/13/2021	01/13/2022	EACH OCCURRENCE \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			BA8071943	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			NHUMB000388	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 10,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	Physician Professional Liability Hospital Professional Liability			NHGRP000390	10/01/2020	10/01/2021	Each Claim 1,000,000
							Aggregate 3,000,000

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

Evidence of Insurance - Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  State of NH Dept of Health & Human Services 129 Pleasant St  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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HUGGHOS-01

ACOLUMBUS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/10/2021

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

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

<b>PRODUCER</b> License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b> Robert Abt <b>PHONE (A/C, No, Ext):</b> (484) 840-7369 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> robert.abt@hubinternational.com														
<b>INSURED</b>  Huggins Hospital 240 South Main Street Wolfeboro, NH 03894	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>AIM, Inc.</b></td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: <b>AIM, Inc.</b>		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	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 <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																				
<b>A</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WMZ-800-8007833-2021A	2/1/2021	10/1/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td style="text-align: right;">1,000,000</td> </tr> </table>		PER STATUTE	OTH-ER			E.L. EACH ACCIDENT			\$	1,000,000	E.L. DISEASE - EA EMPLOYEE			\$	1,000,000	E.L. DISEASE - POLICY LIMIT			\$	1,000,000
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E.L. DISEASE - POLICY LIMIT			\$	1,000,000																							

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

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

### Office address

240 S Main street  
Wolfeboro, NH 03894  
(603) 569-7574  
jfc1199@gmail.com



### OCCUPATION:

<u>Family Medicine physician, Huggins Hospital, Wolfeboro, NH (full time)</u>	08/2017 - Present
<u>Hospitalist, Huggins Hospital, Wolfeboro, NH (part-time)</u>	08/2019 - Present
<u>Hospitalist, Catholic Medical Center, Manchester, NH (per diem)</u>	08/2017 - Present
<u>President of the Medical Staff, Huggins Hospital, Wolfeboro, NH</u>	12/2020 - Present

### EDUCATION:

<u>Traditional Rotating Intern, Peconic Bay Medical Center, Riverhead, NY</u>	07/2014 - 06/2015
<u>Family Practice Residency, Pinnacle Health Systems, Harrisburg, PA</u>	07/2015 - 06/2017

University of New England College of Osteopathic Medicine, Biddeford, ME  
Class of 2014

Rensselaer Polytechnic Institute, Troy, NY  
Masters in Biomedical Engineering, Graduated 2009  
B.S. in Biomedical Engineering, Graduated 2008

### RESEARCH EXPERIENCE:

Rensselaer Polytechnic Institute, Troy, NY  
Biomedical Engineering Design - Fall 2005  
Researched and developed a novel dynamic external fixator for my capstone project, to improve on existing designs that was both easier to use as well as improved bone healing. Responsibilities included mechanical testing, construction of a prototype, and presentation to a board of local orthopaedic surgeons.

Berkshire Medical Center, Pittsfield, MA - Fall 2012  
Desquamative Interstitial Pneumonia, an unusual presentation: A case report. This was done in collaboration with Dr. Mohammed Moizuddin MD.

Berkshire Medical Center, Pittsfield, MA - Fall 2012  
Collaborated with Dr. Kevin Mitts in developing and implementing a survey to track the improvement in quality of life before and four weeks after total knee replacement. The WOMAC, SF12, and Knee Society score were used to obtain the most useful and pertinent information.



# NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing  
Home

Person Information			
Name: JAMISON FORREST COSTELLO, DO			
Address Information			
Address: 326 Kings Hwy City: New Durham Zip: 03855 State: NH			
Phone: 603-496-4219			
License Information			
License No: 18414 Profession: Medicine License Type: Physician			
License Status: Current Issue Date: 9/6/2017 Expiration Date: 6/30/2023			
Additional Information			
Specialty: Family Practice/Family Medicine			
Board Certification Information			
Board Certified	Certification	Expiration	ABMS Board Specialties
Yes	AMERICAN BOARD OF FAMILY PRACTICE		FP
Medical Education Information			
Type	Facility Name	Country	Year
Medical School	UNIVERSITY OF NE COLLEGE OF OSTEOPATHIC MEDICINE, BIDDEFORD, ME	USA	2014
Internship	PECONIC BAY MEDICAL CENTER, RIVERHEAD, NY	USA	2014-2015
Residency	PINNACLE HEALTH COMMUNITY GENERAL OSTEOPATHIC HOSPITAL, HARRISBURG, PA	USA	2015-2017
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.			





Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

October 02, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with twenty vendors in an amount not to exceed \$587,850, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective October 1, 2018 or date of Governor and Council approval, whichever is later, through September 30, 2020 for Emily Kelly, Cynthia Wolz, and Nicole Maher-Whiteside, and through September 30, 2021 for the other vendors. 100% General Funds.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 19	SFY 20	SFY 21	SFY 22	Total
Sylvia Bradd, LICSW	Mental Health Center of Greater Manchester Manchester, NH	Community Support Services Manchester, NH	36 mths	6,138	6,789	4,650	1,023	18,600
Emily Kelly, APRN	Littleton Regional Healthcare Littleton, NH	North Country Women's Health Littleton, NH	24 mths	2,340	2,940	720	NA	6,000
Melissa Stephens, LCMHC	Riverbend Community Mental Health Center Concord, NH	Riverbend Community Mental Health Center Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Amy Stultz, PsyD	Riverbend Community Mental Health Center Concord, NH	Riverbend Children's Intervention Program Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Sara Lorello, MFT	Seacoast Mental Health Center Portsmouth, NH	Seacoast Mental Health Center Portsmouth, NH	36 mths	12,540	13,870	9,500	2,090	38,000
Kathryn Laux, MLADC	Families in Transition Manchester, NH	Willows Substance Abuse Treatment Center Manchester, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Jennifer Pearson, APRN	LRGHealthcare Laconia, NH	Belknap Family Health Center Meredith, NH	36 mths	7,500	8,125	5,625	1,250	22,500

Lydia Huston, APRN	LRGHealthcare Laconia, NH	Lakes Region General Hospital Urgent Care Laconia, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Ashley Francis, APRN	Speare Memorial Hospital Plymouth, NH	Plymouth Pediatric and Adolescent Medicine Plymouth, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Lauren Blue, MD	Speare Memorial Hospital. Plymouth, NH	Plymouth OB/GYN Plymouth, NH	36 mths	11,250	13,125	10,625	2,500	37,500
Erika Hood, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Jamison Costello, DO	Huggins Hospital Wolfeboro, NH	Wolfeboro Family Medicine Wolfeboro, NH	36 mths	17,496	19,584	14,586	3,334	55,000
Cynthia Wolz, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	24 mths	3,606	4,159	985	NA	8,750
Amanda Byrne, RDH	Dental Health Works of Cheshire County, Inc. Keene, NH	Dental Health Works of Cheshire County, Inc. Keene, NH	36 mths	9,900	10,950	7,500	1,650	30,000
Melissa Baker, LICSW	West Central Services, Inc. Lebanon, NH	West Central Behavioral Health Services Newport, NH/ Lebanon, NH	36 mths	14,355	15,879	10,874	2,392	43,500
Mallory Grande, RDH	Coos County Family Health Services Berlin, NH	Coos County Family Dental Berlin, NH	36 mths	4,059	4,491	3,074	676	12,300
Sarah Wolfberg, PsyD	Center for New Beginnings Littleton, NH	Center for New Beginnings Littleton, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Lauren Stacy, APRN	Monadnock Community Hospital Peterborough, NH	Jaffrey Family Medicine Jaffrey, NH	36 mths	5,511	6,094	4,176	919	16,700
Nicole Maher- Whiteside, PNP	Northern Human Services Conway, NH	Northern Human Services Conway, NH	24 mths	6,825	8,575	2,100	NA	17,500
Tara Davis- Thompson, LCMHC	Concord Hospital Family Health Center Concord, NH	Concord Hospital Family Health Center Concord, NH	36 mths	11,220	12,410	8,500	1,870	34,000
			Total:					587,850

Funds to support this request are available in SFY 2019, and are anticipated to be available in SFY 2019/2020/2021 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 twenty agreements for a total of \$587,850 to be used to provide payments to State Loan Repayment Program medical 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 twenty Contractors will be working full-time or part-time and have committed to a minimum service obligation of 24 to 36 months. The full-time Contractors have the option to extend their Agreements for two additional years, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council. The part-time Contractors have the option to extend their Agreements for one additional year, 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.

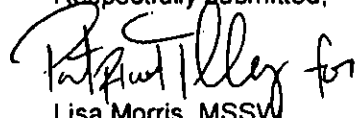
All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. The presence of the Contractors in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within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

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

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

Source of Funds: 100% General.

Respectfully submitted,

  
Lisa 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% General Funds

**Sylvia Bradd**

**Vendor # 290637-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,138.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,789.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,650.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,023.00
		Sub Total		18,600.00

**Emily Kelly**

**Vendor # 290365-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,340.00
SFY 2020	073-500578	Grants-Non Federal	90075000	2,940.00
SFY 2021	073-500578	Grants-Non Federal	90075000	720.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		6,000.00

**Melissa Stephens**

**Vendor # 290309-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		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

Amy Stultz

Vendor # 290361-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

Sara Lorello

Vendor # 290638-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	12,540.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,870.00
SFY 2021	073-500578	Grants-Non Federal	90075000	9,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,090.00
		Sub Total		38,000.00

**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**

**Kathryn Laux**

**Vendor # 290406-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

**Jennifer Pearson**

**Vendor # 290364-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**Lydia Huston**

**Vendor # 290455-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

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

Ashley Francis

Vendor # 290457-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

Lauren Blue

Vendor # 290456-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		37,500.00

Erika Hood

Vendor # 290446-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

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

Jamison Costello

Vendor # 290454-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	17,496.00
SFY 2020	073-500578	Grants-Non Federal	90075000	19,584.00
SFY 2021	073-500578	Grants-Non Federal	90075000	14,586.00
SFY 2022	073-500578	Grants-Non Federal	90075000	3,334.00
		Sub Total		55,000.00

Cynthia Wolz

Vendor # 290363-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	3,606.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,159.00
SFY 2021	073-500578	Grants-Non Federal	90075000	985.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		8,750.00

Amanda Byrne

Vendor # 290335-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	9,900.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,950.00
SFY 2021	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,650.00
		Sub Total		30,000.00

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

Melissa Baker

Vendor # 290366-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	14,355.00
SFY 2020	073-500578	Grants-Non Federal	90075000	15,879.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,874.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,392.00
		Sub Total		43,500.00

Mallory Grande

Vendor # 290313-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	4,059.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,491.00
SFY 2021	073-500578	Grants-Non Federal	90075000	3,074.00
SFY 2022	073-500578	Grants-Non Federal	90075000	676.00
		Sub Total		12,300.00

Sarah Wolfberg

Vendor # 290640-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00



Department Of Health And Human Services  
 State Loan Repayment Program Contracts  
 Financial Detail  
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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

Lauren Stacy

Vendor # 290362-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,511.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,094.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,176.00
SFY 2022	073-500578	Grants-Non Federal	90075000	919.00
		Sub Total		16,700.00

Nicole Maher-Whiteside

Vendor # 290310-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		17,500.00

**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**

**Tara Davis-Thompson**

**Vendor # 290311-8001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,220.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,410.00
SFY 2021	073-500578	Grants-Non Federal	90075000	8,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,870.00
		Sub Total		34,000.00
		<b>TOTAL</b>		<b>587,850.00</b>

Subject: Student Loan Repayment Program (SS-2019-DPHS-13-STUDE-14)

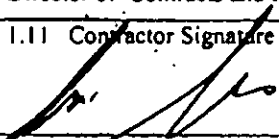

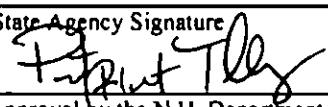
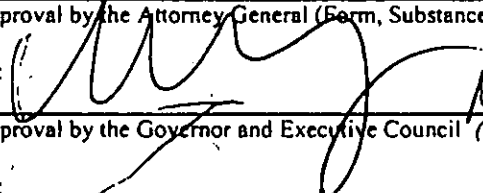
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Jamison Costello, DO		1.4 Contractor Address 240 S. Main Street, Wolfeboro, NH 03894	
1.5 Contractor Phone Number 603-496-4219	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$55,000
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 Jamison Costello, DO	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Carroll</del> On 9/19/18, 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] WENDI J. FENDERSON, Notary Public My Commission Expires May 2, 2023			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: 10/2/18		1.15 Name and Title of State Agency Signatory For USA MORRIS, DIRECTOR DPHS DHH S	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan A. York Attorney 10/10/18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

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

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

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

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

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

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

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

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

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

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date

JC

9/19/14

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 JC  
Date 9/19/18



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**Scope of Services**

**State Loan Repayment Program**

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



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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





## Special Provisions

### State Loan Repayment Program

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

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



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.

JC  
9/19/18



**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

3. Extension:

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



Exhibit D

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

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials

JC

Date

9/19/18



Exhibit E

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

JC

9/19/18



**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**

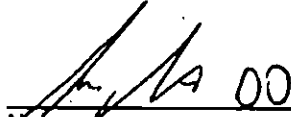
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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: Jamison Costello

9/19/18  
Date

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



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

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

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

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

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

Exhibit G

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

Contractor Initials

JC

Date

9/19/18



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.

9/19/18  
Date

Contractor Name: [Signature]  
Jamison Costello CO  
Name:  
Title:

Exhibit G

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

Contractor Initials JC  
Date 9/19/18



**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:

Jamison Costello DO

Name:  
Title:

9/19/18

Date

Contractor Initials JC  
Date 9/19/18



Exhibit I

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

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

Contractor Initials

JC

Date

9/19/18



Exhibit J

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

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

Contractor Initials

JL

Date

9/19/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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Exhibit K-Certification regarding 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 Jamison Costello, DO, Contractor, Huggins 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.

## 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 Jamison Costello, 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 Huggins Hospital, 240 S. Main Street, Wolfeboro, NH 03894 (hereafter referred to as the Employer), and is working full-time at Wolfeboro Family Medicine, 240 S. Main Street, Wolfeboro, NH 03894 (hereafter referred as the Practice Site).
2. The Practice Site is in a Medically Underserved Area (ID #02101) located in Carroll County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$55,000 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 October 1, 2018, or date of Governor and Executive Council approval, whichever is later through September 30, 2021. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

d. Insurance:

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

e. Workers' Compensation

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

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

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

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



## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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


## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$5,832 of providing services obligated under this contract.
  - b. Second payment of \$5,832 of providing services obligated under this contract.
  - c. Third payment of \$5,832 of providing services obligated under this contract.
  - d. Fourth payment of \$5,832 of providing services obligated under this contract.
  - e. Fifth payment of \$4,584 of providing services obligated under this contract.
  - f. Sixth payment of \$4,584 of providing services obligated under this contract.
  - g. Seventh payment of \$4,584 of providing services obligated under this contract.
  - h. Eighth payment of \$4,584 of providing services obligated under this contract.
  - i. Ninth payment of \$3,334 of providing services obligated under the contract.
  - j. Tenth payment of \$3,334 of providing services obligated under the contract.
  - k. Eleventh payment of \$3,334 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$3,334 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

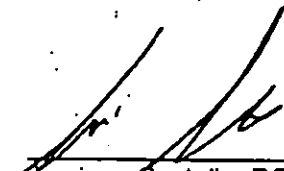
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

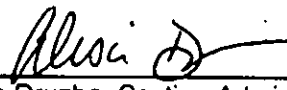
  
\_\_\_\_\_  
Jeremy Roberge, CEO/President  
Huggins Hospital  
9/19/18  
Date

Subscribed and sworn to before me, this 19 day of September, 2018.

SEAL

  
\_\_\_\_\_  
Notary Public  
WENDI J. FENDERSON, Notary Public  
My Commission Expires May 2, 2023  
9/19/18  
Date

  
\_\_\_\_\_  
Jamison Costello, DO  
Woffeboro Family Medicine

  
\_\_\_\_\_  
Alisa Druzba, Section Administrator  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section  
9/21/18  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2018

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

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

<b>PRODUCER</b> Cross Insurance 475C High Street  Somersworth NH 03878		<b>CONTACT NAME:</b> Amethyste Spardel <b>PHONE (AG No. Ed):</b> (603) 742-2552 <b>FAX (AG No.):</b> (603) 742-4309 <b>E-MAIL ADDRESS:</b> اسپاردل@crossagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Frankenmuth	<b>NAIC #</b> 13986
		<b>INSURER B:</b> Excelsior Insurance Co.	<b>NAIC #</b> 11045
		<b>INSURER C:</b> Medical Mutual Ins Company of Maine	
		<b>INSURER D:</b> Granite State Health Ins. Trust	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 17-18 Cred. GL, Prof, Umb, BA 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 CERTIFICATION 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	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DOP6050335	1/13/2018	1/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BA8071943	9/30/2017	9/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NBUMB000388	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UCBS20180000034	6/1/2018	6/1/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Physician Professional Liab Hospital Professional Liab		NIGRP000390 NHEPL000389	10/1/2017 10/1/2017	10/1/2018 10/1/2018	Each Claim \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Jamison Costello, MD. is named as additional Insured. Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b>  STATE OF NEW HAMPSHIRE, DEPT. OF HEALTH AND HUMAN SERVICES 129 PLEASANT STREET CONCORD, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Angela Mita/AM4 <i>Angela Mita</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/20/2018

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

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

<b>PRODUCER</b> Cross Insurance 475C High Street  Somersworth NH 03878		<b>CONTACT NAME:</b> Amethyste Spardel <b>PHONE (AC, Ho, Ext):</b> (603) 742-2552 <b>FAX (AC, Ho):</b> (603) 742-4309 <b>E-MAIL:</b> <b>ADDRESS:</b> aspardel@crossagency.com	
<b>INSURED</b> HUGGINS HOSPITAL PO BOX 912  WOLFEBORO NH 03894-0912		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Frankenmuth	NAIC # 13986
		<b>INSURER B:</b> Excelsior Insurance Co.	11045
		<b>INSURER C:</b> Medical Mutual Ins Company of Maine	
		<b>INSURER D:</b> Granite State Health Ins. Trust	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: 18-19 Cred GL, Prof, Umb, BA 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.

DESCR LTR	TYPE OF INSURANCE	ACORD SUBA INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DOP6030335	1/13/2018	1/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAB071943	9/30/2018	9/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NHUMB000388	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	HCHS20180000034	6/1/2018	2/1/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Physician Professional Liab Hospital Professional Liab		NHGRF000390 NHPL000389	10/1/2018 10/1/2018	10/1/2019 10/1/2019	Each Claim 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Jamison Costello, MD, is named as additional Insured. Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

STATE OF NEW HAMPSHIRE, DEPT. OF HEALTH AND HUMAN SERVICES 129 PLEASANT STREET CONCORD, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Angela Mita/AM4 <i>Angela Mita</i>
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**Granite State Healthcare  
and Human Service Trust**

PO Box 4197  
Concord, NH 03302-4197

**Issue Date: Aug 28, 2018**

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.

**Certificate Holder**

Laura Stauss  
Huggins Hospital  
240 S. Main Street  
Wolfeboro, NH 03894

**Certificate of Insurance**

**Companies Affording Coverage**

**Company** Granite State HC&HS Trust  
**Letter A**

**Company** Midwest Employers Casualty Corp.  
**Letter B**

This policy is effective at 12:00 am on 6/1/2018 12:00 , and will expire at 12:01 am on 2/1/2019 12:00 .

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

**Coverages**

This is to certify that the Workers' Compensation and Employer's Liability Insurance has 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
<b>A: Workers' Compensation &amp; Employer's Liability</b>				
Granite State HC&HS Trust	HCHS20180000039	6/1/2018 12:00	2/1/2019 12:00:0	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Limit \$1,000,000 E.L. Disease-Each Emp \$1,000,000
<b>B: Excess Insurance</b>				
Midwest Employers Casualty Corp.	EWC009477	2/1/2018 12:00	2/1/2019 12:00:0	Workers' Compensation Statutory Employer's Liability \$1,000,000

**Description of Operations**

Officers Excluded

**Member**

Huggins Hospital  
240 S. Main Street  
Wolfeboro, NH 03894

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Authorized Representative

**Aug 28, 2018**  
Date

## Jamison Costello

Office address

### OCCUPATION:

Family Medicine physician, Huggins Hospital, Wolfeboro, NH (full time)

August '17 - Present

Hospitalist, Catholic Medical Center, Manchester, NH (occ. diem)

August '17 - Present

### EDUCATION:

Traditional Rotating Intern, Peconic Bay Medical Center, Riverhead, NY

June '14- July '15

Family Practice Residency, Pinnacle Health Systems, Harrisburg, PA

July '15 - June '17

University of New England College of Osteopathic Medicine, Biddeford, ME  
Class of 2014

Rensselaer Polytechnic Institute, Troy, NY

Masters in Biomedical Engineering, Graduated 2009

B.S. in Biomedical Engineering, Graduated 2008

### HONORS and AWARDS

Rensselaer Polytechnic Institute, Troy, NY

Phi Kappa Theta, Inducted, 02/2005

Dean's List 7 semesters

Awarded Legacy scholarship

### RESEARCH EXPERIENCE:

Rensselaer Polytechnic Institute, Troy, NY

Biomedical Engineering Design, - Fall 2005

Researched and developed a novel dynamic external fixator for my capstone project, to improve on existing designs that was both easier to use as well as improved bone healing. Responsibilities included mechanical testing, construction of a prototype, and presentation to a board of local orthopaedic surgeons.

Berkshire Medical Center, Pittsfield, MA - Fall 2012

Desquamative Interstitial Pneumonia, an unusual presentation: A case report. This was done in collaboration with Dr. Mohammed Moizuddin MD.

Berkshire Medical Center, Pittsfield, MA - Fall 2012

Collaborated with Dr. Kevin Mitts in developing and implementing a survey to track the improvement in quality of life before and four weeks after total knee replacement. The WOMAC, SF12, and Knee Society score were used to obtain the most useful and pertinent information.

Casting Technique Training, Capital Region Orthopedics, Albany, NY, January 2010 - June 2010

Casting Clinics, Costello, J., University of New England College of Osteopathic Medicine, Biddeford, ME, Fall 2011.



# NEW HAMPSHIRE Online Licensing

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Person Information			
Name: JAMISON FORREST COSTELLO, DO			
Address Information			
Address			
Phone:			
License Information			
License No: 18414 Profession: Medicine License Type: Physician			
License Status: Current Issue Date: 9/6/2017 Expiration Date: 6/30/2019			
Additional Information			
Specialty:			Family Practice/Family Medicine
Board Certification Information			
Board Certified	Certification	Expiration	ABMS Board Specialties
No	AMERICAN BOARD OF FAMILY PRACTICE		FP
Medical Education Information			
Type	Facility Name	Country	Year
Medical School	UNIVERSITY OF NE COLLEGE OF OSTEOPATHIC MEDICINE, BIDEFORD, ME	USA	2014
Internship	PECONIC BAY MEDICAL CENTER, RIVERHEAD, NY	USA	2014-2015
Residency	PINNACLE HEALTH COMMUNITY GENERAL OSTEOPATHIC HOSPITAL, HARRISBURG, PA	USA	2015-2017
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.			



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Amanda Byrne, RDH, (hereinafter referred to as "the Contractor"), an individual employed at Dental Health Works of Cheshire County, Inc., 69V Island Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item #26), 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:  
September 30, 2023.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$40,000.
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-

Amanda Byrne

Amendment #1

Contractor Initials

SS-2019-DPHS-13-STUDE-16-A01

Page 1 of 4

Date

8/20/2021



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

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- 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.

<sup>DS</sup>  
AB

8/20/2021



# 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

8/23/2021

Date

DocuSigned by:  
*Patricia M. Tilley*  
Name: Patricia M. Tilley  
Title: Director

### CONTRACTOR NAME

8/20/2021

Date

DocuSigned by:  
*Amanda Byrne*  
Name: Amanda Byrne  
Title: RDH



**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

8/25/2021

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



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**Scope of Services**

**State Loan Repayment Program**

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

New Hampshire Department of Health and Human Services

Exhibit C



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials DS  
AB  
Date 8/20/2021



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.

DS  
AB



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.

Contractor Initials AB  
Date 8/20/2021



**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  
AB

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

02/05/2020

Rev. 02/05/2020

Page 1 of 2

8/20/2021  
Date



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:

8/20/2021

Date

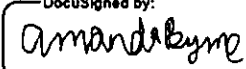
DocuSigned by:  
  
 Name: Amanda Byrne  
 Title: RDH

Exhibit E

<sup>DS</sup>  
AB

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

DS  
AB



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:

8/20/2021
Date

DocuSigned by: Amanda Byrne
Name: Amanda Byrne
Title: RDH

DS AB

Contractor Initials 8/20/2021 Date



Lori A. Shabinette  
Commissioner

Patricia M. Tilley  
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 Amanda Byrne, RDH, Contractor, Dental Health Works of Cheshire County, Inc., Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

Contractor Initials DS AB  
Date 8/20/2021

**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 Amanda Byrne, RDH, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Dental Health Works of Cheshire County, Inc., 69V Island Street, Keene, NH 03431 (hereafter referred to as the Employer), and is working full-time at Dental Health Works of Cheshire County, Inc., 69V Island Street, Keene, NH 03431 (hereafter referred to as the Practice Site).
2. The Practice Site is a State-funded Dental Health Center located in Cheshire 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 \$10,000 over the service term. The agreement is to be effective October 1, 2021, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. 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.

AB

**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 \$1250 of providing services obligated under this contract.
  - b. Second payment of \$1250 of providing services obligated under this contract.
  - c. Third payment of \$1250 of providing services obligated under this contract.
  - d. Fourth payment of \$1250 of providing services obligated under this contract.
  - e. Fifth payment of \$1250 of providing services obligated under this contract.
  - f. Sixth payment of \$1250 of providing services obligated under this contract.
  - g. Seventh payment of \$1250 of providing services obligated under this contract.
  - h. Eighth payment of \$1250 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:  
Stephen F. Hoffman 8/22/2021  
32A4EC9A7F444EE  
\_\_\_\_\_  
Stephen Hoffman, DMD, Executive Director Date  
Dental Health Works of Cheshire County, Inc.

DocuSigned by:  
Amanda Byrne 8/20/2021  
63681088647D4C0  
\_\_\_\_\_  
Amanda Byrne, RDH Date  
Dental Health Works of Cheshire County, Inc.

DocuSigned by:  
Patricia M. Tilley 8/23/2021  
946F030F68F04C8  
\_\_\_\_\_  
Patricia M. Tilley, Director Date  
DHHS, Division of Public Health Services





**AMANDA BYRNE, RDH**



**WORK EXPERIENCE**

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Dental Health Works

Keene, NH

*Registered Dental Hygienist*

*February 2014- Present*

- Caring for each patient with personal attention while performing: prophylaxis, full mouth debridement, scaling and root planing, periodontal maintenance and routine oral exams on all ages.
- Instruct patients on oral hygiene to improve and maintain optimal oral health.
- Continuously devising and implementing customized personal treatment plans.
- Administering fluoride applications, sealants and silver diamine fluoride.
- Perform routine digital x-rays using Kodak software.
- Responsible for sterilization and maintenance of dental equipment.

**EDUCATION**

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Forsyth School of Dental Hygiene | MCPHS

*May 2010*

Boston, MA

Bachelor of Science, Dental Hygiene

**LICENSE**

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Dental Hygienist License Number 03235

**AMANDA BYRNE, RDH**



**REFERENCES**

---

**Stephen Hoffman, DMD**

*Primary Dentist*

Dental Health Works

[shoffman@dentalhealthworks.org](mailto:shoffman@dentalhealthworks.org)

1-603-313-0809

**Cynthia Northrop, RDH**

*Registered Dental Hygienist*

Dental Health Works

[cnorthrop@ne.rr.com](mailto:cnorthrop@ne.rr.com)

1-603-313-4178

**Linda Parker, CDA**

*Certified Dental Assistant*

Dental Health Works

[lparker21A@gmail.com](mailto:lparker21A@gmail.com)

1-702-227-4921

**Dawn Forcier**

*Office Manager*

Dental Health Works

[dforcier@dentalhealthworks.org](mailto:dforcier@dentalhealthworks.org)

1-603-303-8358



# NEW HAMPSHIRE Online Licensing

nh.gov  
Licensing Home

### Person Information

Name: AMANDA CATHERINE BYRNE, RDH

### License Information

License No: 03235  
Profession: Dental  
License Type: Hygienist  
License Status: Active  
Issue Date: 11/21/2014  
Expiration Date: 4/30/2023

### Board Disciplinary Action

No Related Documents







Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

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

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

October 02, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy & Performance, to enter into agreements with twenty vendors in an amount not to exceed \$587,850, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective October 1, 2018 or date of Governor and Council approval, whichever is later, through September 30, 2020 for Emily Kelly, Cynthia Wolz, and Nicole Maher-Whiteside, and through September 30, 2021 for the other vendors. 100% General Funds.

Summary of contract amounts by vendor:

Vendor	Employer	Practice Site	Term	SFY 19	SFY 20	SFY 21	SFY 22	Total
Sylvia Bradd, LICSW	Mental Health Center of Greater Manchester Manchester, NH	Community Support Services Manchester, NH	36 mths	6,138	6,789	4,650	1,023	18,600
Emily Kelly, APRN	Littleton Regional Healthcare Littleton, NH	North Country Women's Health Littleton, NH	24 mths	2,340	2,940	720	NA	6,000
Melissa Stephens, LCMHC	Riverbend Community Mental Health Center Concord, NH	Riverbend Community Mental Health Center Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Amy Stultz, PsyD	Riverbend Community Mental Health Center Concord, NH	Riverbend Children's Intervention Program Concord, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Sara Lorello, MFT	Seacoast Mental Health Center Portsmouth, NH	Seacoast Mental Health Center Portsmouth, NH	36 mths	12,540	13,870	9,500	2,090	38,000
Kathryn Laux, MLADC	Families in Transition Manchester, NH	Willows Substance Abuse Treatment Center Manchester, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Jennifer Pearson, APRN	LRGHealthcare Laconia, NH	Belknap Family Health Center Meredith, NH	36 mths	7,500	8,125	5,625	1,250	22,500

Lydia Huston, APRN	LRGHealthcare Laconia, NH	Lakes Region General Hospital Urgent Care Laconia, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Ashley Francis, APRN	Speare Memorial Hospital Plymouth, NH	Plymouth Pediatric and Adolescent Medicine Plymouth, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Lauren Blue, MD	Speare Memorial Hospital Plymouth, NH	Plymouth OB/GYN Plymouth, NH	36 mths	11,250	13,125	10,825	2,500	37,500
Erika Hood, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	36 mths	7,500	8,125	5,625	1,250	22,500
Jamison Costello, DO	Huggins Hospital Wolfboro, NH	Wolfboro Family Medicine Wolfboro, NH	36 mths	17,496	19,584	14,586	3,334	55,000
Cynthia Wolz, PsychNP	Mental Health Center of Greater Manchester Manchester, NH	MHCGM – North End Counseling Manchester, NH	24 mths	3,606	4,159	985	NA	8,750
Amanda Byrne, RDH	Dental Health Works of Cheshire County, Inc. Keene, NH	Dental Health Works of Cheshire County, Inc. Keene, NH	36 mths	9,900	10,950	7,500	1,650	30,000
Melissa Baker, LICSW	West Central Services, Inc. Lebanon, NH	West Central Behavioral Health Services Newport, NH/ Lebanon, NH	36 mths	14,355	15,879	10,874	2,392	43,500
Mallory Grande, RDH	Coos County Family Health Services Berlin, NH	Coos County Family Dental Berlin, NH	36 mths	4,059	4,491	3,074	676	12,300
Sarah Wolfberg, PsyD	Center for New Beginnings Littleton, NH	Center for New Beginnings Littleton, NH	36 mths	15,000	16,250	11,250	2,500	45,000
Lauren Stacy, APRN	Monadnock Community Hospital Peterborough, NH	Jaffrey Family Medicine Jaffrey, NH	36 mths	5,511	6,094	4,176	919	16,700
Nicole Maher- Whiteside, PNP	Northern Human Services Conway, NH	Northern Human Services Conway, NH	24 mths	6,825	8,575	2,100	NA	17,500
Tara Davis- Thompson, LCMHC	Concord Hospital Family Health Center Concord, NH	Concord Hospital Family Health Center Concord, NH	36 mths	11,220	12,410	8,500	1,870	34,000
			Total:					587,850

Funds to support this request are available in SFY 2019, and are anticipated to be available in SFY 2019/2020/2021 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 twenty agreements for a total of \$587,850 to be used to provide payments to State Loan Repayment Program medical 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 twenty Contractors will be working full-time or part-time and have committed to a minimum service obligation of 24 to 36 months. The full-time Contractors have the option to extend their Agreements for two additional years, contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council. The part-time Contractors have the option to extend their Agreements for one additional year, 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.

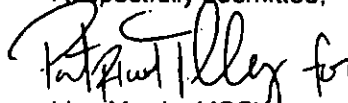
All Contractors are working in areas of the state designated as being medically underserved and contracted with their employer. The presence of the Contractors in medically underserved rural areas is part of the continuing effort to improve access to primary health care and reduce disparities within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

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

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

Source of Funds: 100% General.

Respectfully submitted,

  
Lisa 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% General Funds

**Sylvia Bradd**

Vendor # 290637-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,138.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,789.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,650.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,023.00
		Sub Total		18,600.00

**Emily Kelly**

Vendor # 290365-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	2,340.00
SFY 2020	073-500578	Grants-Non Federal	90075000	2,940.00
SFY 2021	073-500578	Grants-Non Federal	90075000	720.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		6,000.00

**Melissa Stephens**

Vendor # 290309-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		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

Amy Stultz

Vendor # 290361-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

Sara Lorello

Vendor # 290638-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	12,540.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,870.00
SFY 2021	073-500578	Grants-Non Federal	90075000	9,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,090.00
		Sub Total		38,000.00

**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**

**Kathryn Laux**

**Vendor # 290406-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		45,000.00

**Jennifer Pearson**

**Vendor # 290364-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

**Lydia Huston**

**Vendor # 290455-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00



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

Ashley Francis

Vendor # 290457-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

Lauren Blue

Vendor # 290456-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2020	073-500578	Grants-Non Federal	90075000	13,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		Sub Total		37,500.00

Erika Hood

Vendor # 290446-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,125.00
SFY 2021	073-500578	Grants-Non Federal	90075000	5,625.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,250.00
		Sub Total		22,500.00

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.

Jamison Costello

Vendor # 290454-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	17,496.00
SFY 2020	073-500578	Grants-Non Federal	90075000	19,584.00
SFY 2021	073-500578	Grants-Non Federal	90075000	14,586.00
SFY 2022	073-500578	Grants-Non Federal	90075000	3,334.00
		Sub Total		55,000.00

Cynthia Wolz

Vendor # 290363-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	3,606.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,159.00
SFY 2021	073-500578	Grants-Non Federal	90075000	985.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		8,750.00

Amanda Byrne

Vendor # 290335-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	9,900.00
SFY 2020	073-500578	Grants-Non Federal	90075000	10,950.00
SFY 2021	073-500578	Grants-Non Federal	90075000	7,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,650.00
		Sub Total		30,000.00

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

Melissa Baker

Vendor # 290366-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	14,355.00
SFY 2020	073-500578	Grants-Non Federal	90075000	15,879.00
SFY 2021	073-500578	Grants-Non Federal	90075000	10,874.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,392.00
		Sub Total		43,500.00

Mallory Grande

Vendor # 290313-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	4,059.00
SFY 2020	073-500578	Grants-Non Federal	90075000	4,491.00
SFY 2021	073-500578	Grants-Non Federal	90075000	3,074.00
SFY 2022	073-500578	Grants-Non Federal	90075000	676.00
		Sub Total		12,300.00

Sarah Wolfberg

Vendor # 290640-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	15,000.00
SFY 2020	073-500578	Grants-Non Federal	90075000	16,250.00
SFY 2021	073-500578	Grants-Non Federal	90075000	11,250.00
SFY 2022	073-500578	Grants-Non Federal	90075000	2,500.00
		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

Lauren Stacy

Vendor # 290362-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	5,511.00
SFY 2020	073-500578	Grants-Non Federal	90075000	6,094.00
SFY 2021	073-500578	Grants-Non Federal	90075000	4,176.00
SFY 2022	073-500578	Grants-Non Federal	90075000	919.00
		Sub Total		16,700.00

Nicole Maher-Whiteside

Vendor # 290310-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	6,825.00
SFY 2020	073-500578	Grants-Non Federal	90075000	8,575.00
SFY 2021	073-500578	Grants-Non Federal	90075000	2,100.00
SFY 2022	073-500578	Grants-Non Federal	90075000	-
		Sub Total		17,500.00

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

Tara Davis-Thompson

Vendor # 290311-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2019	073-500578	Grants-Non Federal	90075000	11,220.00
SFY 2020	073-500578	Grants-Non Federal	90075000	12,410.00
SFY 2021	073-500578	Grants-Non Federal	90075000	8,500.00
SFY 2022	073-500578	Grants-Non Federal	90075000	1,870.00
		Sub Total		34,000.00
		TOTAL		587,850.00

Subject: Student Loan Repayment Program (SS-2019-DPHS-13-STUDE-16)


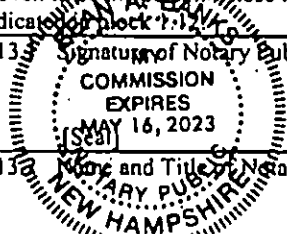

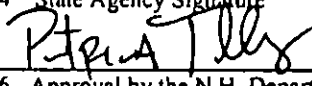
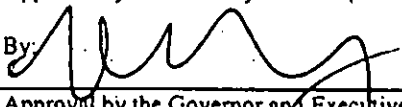
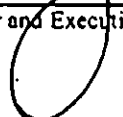
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Amanda Byrne, RDH		1.4 Contractor Address 69V Island Street, Keene, NH 03431	
1.5 Contractor Phone Number 978-895-6254	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$30,000.00
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 Amanda Byrne RDH	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>8/20/18</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.			
1.13a Signature of Notary Public or Justice of the Peace  			
1.13b Name and Title of Notary or Justice of the Peace San Banks Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Lisa Morris, Director DPHS DPHS Date: <u>10/2/18</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>10/10/18</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.



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**Scope of Services**

**State Loan Repayment Program**

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



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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



## Special Provisions

### State Loan Repayment Program

#### 1. Special Provisions to the Contract

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



Exhibit C

**2. Gratuities or Kickbacks**

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

**3. Credits**

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

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



Exhibit D

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

Exhibit D - Certification Regarding Drug Free  
Workplace Requirements

Contractor Initials ACB

Date 8/30/18



Exhibit E

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

Exhibit E – Certification Regarding Lobbying

Contractor Initials

ACB

Date

8/30/18





**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:

8/30/18  
Date

Amanda Byrne RDH  
Name: Amanda Byrne  
Title: RDH



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

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

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

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

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

Exhibit G

Contractor Initials

ACB

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

8/30/18

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:

8/30/18  
Date

Amanda Byrne RDH  
Name: Amanda Byrne  
Title: RDH

Exhibit G

Contractor Initials ACB

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

Date 8/30/18



**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:

8/30/18  
Date

Amanda Byrne RDH  
Name: Amanda Byrne  
Title: RDH



Exhibit I

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

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

Contractor Initials ACB

Date 8/30/18



Exhibit J

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

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

Contractor Initials ACB

Date 8/30/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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Exhibit K-Certification regarding 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 Amanda Byrne, RDH, Contractor, Dental Health Works of Cheshire County, Inc., Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

- a. For most type of providers, at least 32-hours of the minimum hours per week must be spent providing direct patient care in the outpatient ambulatory care setting at the approved service site. The remaining 8-hours of the minimum 40-hours must be spent providing clinical services for patients in the approved practice site(s) providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved site(s), or performing practice-related administrative activities. Practice-related administrative activities shall not exceed 8-hours of the minimum 40-hours per week.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/mental health providers; the majority of the 40-hours per week (not less than 21-hours per week) 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 Amanda Byrne, RDH, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Dental Health Works of Cheshire County, Inc., 69V Island Street, Keene, NH 03431 (hereafter referred to as the Employer), and is working full-time at Dental Health Works of Cheshire County, Inc., 69V Island Street, Keene, NH 03431 (hereafter referred as the Practice Site):
2. The Practice Site a State-funded Dental Health Center located in Cheshire 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 \$30,000 over the service term. The agreement is to be effective October 1, 2018, or date of Governor and Executive Council approval, whichever is later through September 30, 2021. 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 \$3,300 of providing services obligated under this contract.
  - b. Second payment of \$3,300 of providing services obligated under this contract.
  - c. Third payment of \$3,300 of providing services obligated under this contract.
  - d. Fourth payment of \$3,300 of providing services obligated under this contract.
  - e. Fifth payment of \$2,550 of providing services obligated under this contract.
  - f. Sixth payment of \$2,550 of providing services obligated under this contract.
  - g. Seventh payment of \$2,550 of providing services obligated under this contract.
  - h. Eighth payment of \$2,550 of providing services obligated under this contract.
  - i. Ninth payment of \$1,650 of providing services obligated under the contract.
  - j. Tenth payment of \$1,650 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,650 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,650 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.

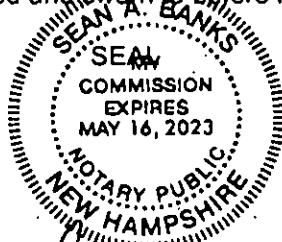
All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

*Stephen Hoffman* 8/30/18  
Stephen Hoffman, DMD Date  
Executive Director Dental Health Works of Cheshire County, Inc.

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



*[Signature]*  
Notary Public

*Amanda Byrne* 8/30/18  
Amanda Byrne, RDH Date  
Dental Health Works of Cheshire County, Inc.

*Alisa Druzba* 9/21/18  
Alisa Druzba, Section Administrator Date  
DHHS, Division of Public Health Services  
Rural Health & Primary Care Section