



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



June 30, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a renewal option to an existing agreement with Geraldine Lau, APRN, Purchase Order # 1025801, Vendor # 226182-B001, 7 Greenwood Ave, Conway, NH 03818, to continue to provide reimbursement for payment of educational loans through the State Loan Repayment Program, by increasing the Price Limitation by \$20,000 from \$33,200 to an amount not to exceed \$53,200, and extending the Completion Date from September 30, 2015 to September 30, 2017, to be effective October 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on September 19, 2012, Item #60. 100% General Funds

Funding is available in the account listed below; pending legislative approval of the next biennial budget, 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.

| Fiscal Year | Class/Account | Class Title | Job Number | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|-------------|---------------|--------------------|------------|-------------------------|------------------------------|-------------------------|
| SFY 2013 | 073-500578 | Grants-Non Federal | 90075000 | 9,000 | 0 | 9,000 |
| SFY 2014 | 073-500578 | Grants-Non Federal | 90075000 | 12,000 | 0 | 12,000 |
| SFY 2015 | 073-500578 | Grants Non-Federal | 90075000 | 9,900 | 0 | 9,900 |
| SFY 2016 | 073-500578 | Grants Non-Federal | 90075000 | 2,300 | 7,500 | 9,800 |
| SFY 2017 | 073-500578 | Grants Non-Federal | 90075000 | 0 | 10,000 | 10,000 |
| SFY 2018 | 073-500578 | Grants Non-Federal | 90075000 | 0 | 2,500 | 2,500 |
| | | | Total | \$33,200 | \$20,000 | \$53,200 |

EXPLANATION

The purpose of this amendment is to continue to provide payments to Geraldine Lau, APRN, to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

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

The Contractor's commitment began on October 1, 2012, and the first State payment began on the first of the month of the following quarter, and quarterly thereafter for the duration of the contract. State payments have been made directly to the Contractor to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractor, the Rural Health & Primary Care Section will continue to contact the employer to ensure the contract and Memorandum of Agreement are being met.

As referenced in the original letter approved by Governor and Council and in the Exhibit C of the Contract, this Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

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.

Geraldine Lau, APRN is still working full-time at the Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818. Saco River Medical Group is a Rural Health Clinic, located in a Medically Underserved Population Area of New Hampshire. Geraldine Lau's, presence in a medically underserved rural area is part of the continuing effort to improve access to primary mental health care and reduce disparities within New Hampshire. Attached is a copy of the participant's Certificate of Licensure, resume and the employer's (Saco River Medical Group) Insurance Certificate.

Area served: Carroll County

Source of Funds: 100% General Funds.

Respectfully submitted,


Marcella J. Bobinsky, MPH
Acting Director

Approved by: 
Nicholas A. Toumpas
Commissioner



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

This 1st Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment One") dated this 17th day of June, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Geraldine Lau, APRN (hereinafter referred to as "the Contractor"), an individual with a place of business at 7 Greenwood Ave, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 19, 2012, Item #60, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and 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 as follows:

1. Amend Form P-37, Block 1.7, to read September 30, 2017.
2. Amend Form P-37, Block 1.8, to read \$53,200.
3. Amend Form P-37, Block 1.9, to read Eric Borrin, Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read 603-271-9558.
5. Delete Exhibit B in its entirety and replace with Exhibit B Amendment #1.
6. Amend the Memorandum of Agreement to add Memorandum of Agreement Amendment #1.

This amendment shall be effective upon the date of Governor and Executive Council approval.

GL
6/24/2015



New Hampshire Department of Health and Human Services

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

9/1/15
Date

[Signature]
Brook Dupee
Bureau Chief

June 21, 2015
Date

[Signature]
Name: Geraldine Lau
Title: Advanced Practice Registered Nurse

Acknowledgement:

State of NH, County of Carroll on 06.21.2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Name and Title of Notary or Justice of the Peace

Sue Davidson
Notary Public, New Hampshire
My Commission Expires January 15, 2019

My Commission Expires: _____

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

OFFICE OF THE ATTORNEY GENERAL

7/16/15
Date

[Signature]
Name: Megan H. Dupee
Title: APRN

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

[Signature]
Contractor Initials: _____
Date: 6/21/2015



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.

JL APRN
Date *6/21/2015*



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

ATTACHMENT 1

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES



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

MEMORANDUM OF AGREEMENT AMENDMENT #1 State Loan Repayment Program

Amendment #1 to the Agreement between Geraldine Lau, APRN, Saco River Medical Group, and the New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, which 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 Geraldine Lau, APRN, New Hampshire Licensed (Hereinafter referred to as the Contractor) for an additional twenty-four months. Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Saco River Medical Group, P.C., 7 Greenwood Avenue, Conway, NH 03818 (Hereafter referred to as the Employer), and is working full-time at Saco River Medical Group, P.C., 7 Greenwood Avenue, Conway, NH 03818 (Hereafter referred as the Practice Site).
2. The Practice Site is a Rural Health Clinic located in a Medically Underserved Area. The geographic area to be served is in Carroll County, New Hampshire.
3. State funds in this Amendment will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract Amendment agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$20,000 over the service term. The agreement is to be effective October 1, 2015 through September 30, 2017. The first payment of the contract amendment will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract amendment. The original contract Exhibit C, sub section 6, Renewal, contained the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
 - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
 - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract. Contractors under contract with the State who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts and Memorandums of Agreement.
 - c. The Employer will maintain the employment of the Contractor in the program for the length of service required under the terms of the Memorandum of Agreement, except in the cases of the health professional's termination due to substandard job performance or lay off due to financial constraints.

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

- d. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.
- e. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- f. 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.
- g. 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
- h. 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.
- i. 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.
- j. 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.
- k. 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 Rural Health and Primary Care Section Administrator and contingent upon the approval of the Governor and Council.
- l. Failure of the Employer/Practice Site to comply with the provisions contained within the Memorandum of Agreement, at the discretion of the Section Administrator, Rural Health & Primary Care Section, will result in denial of any loan repayment and practice sites who are out of compliance with the terms and conditions of the Memorandum of Agreement may not be eligible for future State Loan Repayments.

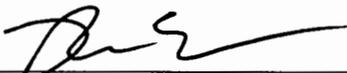
ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

- m. 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. 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 2.2.4 through 2.2.6 of Exhibit A of the contract. The Contractor must provide appropriate documentation of the circumstances.
 - n. Transfer requests are considered in extreme situations on a case-by-case basis. The Contractor under the State Loan Repayment Program is expected to honor their contract with the healthcare organization and the State. An example of when a transfer request might be approved is the closure of the healthcare organization under the Memorandum of Agreement. Should a transfer request be approved, the healthcare provider will be expected to continue at another equally qualified site within two months. In no circumstances can a health care provider leave the employing healthcare practice site without prior approval from the Rural Health & Primary Care Section, or s/he will be placed in default and will be considered in breach of contract.
7. The Contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
 - a. First payment of \$2,500 of providing services obligated under this contract.
 - b. Second payment of \$2,500 of providing services obligated under this contract.
 - c. Third payment of \$2,500 of providing services obligated under this contract
 - d. Fourth payment of \$2,500 of providing services obligated under this contract.
 - e. Fifth payment of \$2,500 of providing services obligated under this contract.
 - f. Sixth payment of \$2,500 of providing services obligated under this contract.
 - g. Seventh payment of \$2,500 of providing services obligated under this contract.
 - h. Eighth payment of \$2,500 of providing services obligated under this contract.
 8. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.
 9. Failure to comply with the State Loan Repayment Program requirements or the provisions contained within paragraphs 1 through 9 of this Memorandum of Agreement may, at the discretion of the Rural Health & Primary Care Section Administrator, result in denial of any further payments and termination of this contract. In addition the participant may be subject to penalties outlined in his/her contract. Employers who are out of compliance with the terms and conditions of the Memorandum of Agreement may be ineligible to participate in the State Loan Repayment Program in the future.

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

ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1

I declare under the penalties of perjury that the foregoing is true and correct.



Ross Emery, President/Administrator
Saco River Medical Group

6-21-15

Date

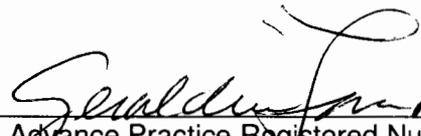
Subscribed and sworn to before me, this 21 day of June, 2015.

SEAL



Notary Public

Sue Davidson
Notary Public, New Hampshire
My Commission Expires January 15, 2019



Geraldine Lau, Advance Practice Registered Nurse
Saco River Medical Group

APRN 6/21/2015

Date



Alisa Druzba, Section Administrator
Department of Health and Human Services
Division of Public Health Services
Rural Health & Primary Care Section

7/1/2015

Date

DESCRIPTIONS (Continued from Page 1)

Physicians of Saco River Medical Group do not share in the entity's limits. Each physician has their own separate \$1,000,000/ \$3,000,000 limit of insurance.

Subject: Resume

Geraldine Lau Family Nurse Practitioner

Experience: 2003-present Saco River Medical Group Conway, NH

Family Nurse Practitioner
Geriatric Nurse Practitioner

Family Medicine: Provide episodic, acute and chronic health care to clients
Age 2 years to 100 plus.

Veterans Administration: Provide episodic, acute and chronic health care to
Veterans. This contract ended September 2010.

Long Term and Rehabilitation Facilities: Merriman House North Conway,
NH and Mineral Springs of North Conway, NH. Providing weekly rounds
Promoting healthcare to patients/residents and family counseling.

2002-2005 Regis College Weston, MA
Part Time Instructor

Taught the accelerated graduate level program: Advanced Health
Assessment (NU650)

1999-2003 Lahey Clinic Burlington, MA
Family Nurse Practitioner

Internal Medicine several Community Satellite Facilities: Providing
Episodic, acute and chronic health care to clients 14 yrs and up.

2002-2003
Family Nurse Practitioner

EverCare Waltham, MA

Geriatric episodic, acute, chronic, rehabilitative care in Long Term
Care facilities contracted by EverCare.

Education:

| | |
|----------------------------------------------------------|-------------------|
| 1979 Northeast Regional Tech. LPN Diploma | Wakefield, MA |
| 1993 Framingham Union Hosp. School Nursing RN Diploma | Framingham, MA |
| 1996 Atlantic Union College BSN/RN | So. Lancaster, MA |
| 1998 Regis College MSN (Family Nurse Practitioner) | Weston, MA |

Certifications: ANCC FNP, GNP, ACLS, BLS, FCCS
Prescriptive authority DEA / NH
Provider registered Medicare / Medicaid / multiple health insurances



NEW HAMPSHIRE Online Licensing

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

Name: Geraldine F Lau

License No: 046872-21 Profession: Nursing License Type: Registered Nurse
 License Status: Active Issue Date: 9/30/1999 Expiration Date: 8/10/2017
 Multi-State License Status: COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

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



NEW HAMPSHIRE Online Licensing

Personal Information

Name: Geraldine F Lau

License Information

Specialty: Family Nurse Practitioner **Specialty Expiration Date:** 6/30/2019

License No: 046872-23 **Profession:** Nursing **License Type:** APRN
License Status: Active **Issue Date:** 8/28/2007 **Expiration Date:** 8/10/2017

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

Discipline Information

No Discipline Information

Board Action

No Related Documents

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

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider



Geraldine Lau APRN

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Jan 15, 2014

Issue Date

Jan, 2016

Recommended Renewal Date

The logo for the American Nurses Credentialing Center (ANCC), featuring the letters "ANCC" in a serif font with a decorative flourish underneath.



Certification Valid

7/1/2014 to 6/30/2019

Name of Certification:

Family Nurse Practitioner

Awarded to:

Geraldine F. Lau, FNP-BC

Certification #

0336225

SRS
Ba



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4741 1-800-852-3345 Ext. 4741
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July 23, 2012

G&C Approval Date: 9/19/12
G&C Item # 60
Pg. 8

His Excellency, Governor John H. Lynch
and the Honorable Executive 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 and Performance, Rural Health and Primary Care Section, to enter into an agreement with Geraldine Lau, Advanced Practice Registered Nurse, (Vendor #226182-B001), 295 Pequawket Trail, Freedom, NH 03836 in an amount not to exceed \$33,200.00, to provide reimbursement for payment of educational loans through the State Loan Repayment Program, to be effective October 1, 2012 or date of Governor and Council approval, whichever is later, through September 30, 2015. Funds are available in the following account for SFY 2013 and are anticipated to be available in SFY 2014, SFY 2015 and SFY 2016 upon the availability and continued appropriation of funds in future operating budgets.

05-95-90-901010-2217, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, HEALTH WORKFORCE.

| Fiscal Year | Class/Object | Class Title | Job Number | Total Amount |
|-------------|--------------|--------------------|--------------|--------------------|
| SFY 2013 | 073-500578 | Grants-Non Federal | 90075000 | \$9,000.00 |
| SFY 2014 | 073-500578 | Grants-Non Federal | 90075000 | \$12,000.00 |
| SFY 2015 | 073-500578 | Grants Non-Federal | 90075000 | \$9,900.00 |
| SFY 2016 | 073-500578 | Grants Non-Federal | 90075000 | \$2,300.00 |
| | | | Total | \$33,200.00 |

EXPLANATION

State funds in this agreement will be used to provide payments to Geraldine Lau, New Hampshire Board Certified, Advanced Practice Registered Nurse, to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

The Division of Public Health Services and Rural Health & Primary Care Section administer the State Loan Repayment Program. It is funded by State general funds provided by the State Legislature. Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597) and Division of Public Health Services under the provision of Chapter 410, Laws of NH 1994.

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

The Contractor must be a U.S. citizen, must not have any unserved obligations for service to another governmental or non-governmental agency, must be licensed and ready to begin full-time or part-time clinical practice at the approved site once a contract has been signed. Physicians, dentists, and mid-level healthcare professionals who are working between 32-40 hours per week in a direct patient setting may enter up to a thirty-six month agreement of service to be eligible for the loan reimbursement, and have the option to renew for two additional years. Physicians, dentists, and mid-level healthcare professionals who are working between 20-31 hours per week in a direct patient setting may enter up to a twenty-four month agreement of service to be eligible for the loan reimbursement, and have the option to renew for one additional year.

The Contractor under this agreement is working full-time and is willing to commit to a minimum service obligation of thirty-six months with the State of New Hampshire to work in a federally designated medically underserved area. This agreement has the option to renew for two years, pending availability of funding, educational loan balance of the participant, the agreement of the parties, and approval by Governor and Council.

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

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

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

His Excellency, Governor John H. Lynch
July 23, 2012
Page 3

The Contractor's commitment begins on October 1, 2012, or the date of Governor and Executive Council approval, whichever is later and the first State payment will begin on the first of the month of the following quarter, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractor to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractor, the Rural Health & Primary Care Section will contact the employer to ensure the contract & Memorandum of Agreement are being met. This Agreement contains the option to extend the Agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, agreement of the parties and approval of the Governor and Council.

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.

Geraldine Lau, New Hampshire Board Certified, Advanced Practice Registered Nurse is working full-time at the Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818. Saco River Medical Group is a Rural Health Clinic, located in a Medically Underserved Area of New Hampshire. Geraldine Lau's presence in a medically underserved rural area is part of the continuing effort to improve access to health care and reduce disparities within New Hampshire. Attached is a copy of the participant's Certificate of Licensure, resume and the employer's (Saco River Medical Group) Insurance Certificate.

Area served: Carroll County.

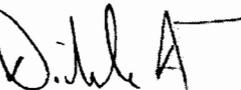
Source of Fund: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/dr

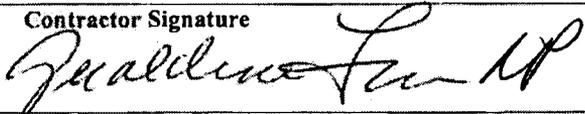
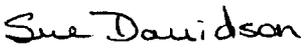
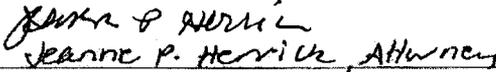
Subject: State Loan Repayment Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services | | 1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504 | |
| 1.3 Contractor Name Geraldine Lau | | 1.4 Contractor Address 295 Pequawket Trail, Freedom, NH 03836 | |
| 1.5 Contractor Phone Number (603) 447-3500 | 1.6 Account Number 05-95-90-901010-2217-073-500578 | 1.7 Completion Date September 30, 2015 | 1.8 Price Limitation \$33,200.00 |
| 1.9 Contracting Officer for State Agency Joan H. Ascheim, Bureau Chief | | 1.10 State Agency Telephone Number 603-271-4501 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Geraldine Lau, Advanced Practice Registered Nurse | |
| 1.13 Acknowledgement: State of <u>NH</u>, County of <u>Carroll</u> On <u>June 14, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]   | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace  | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Joan H. Ascheim, Bureau Chief | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Jeanne P. Herrick, Attorney On: <u>8 Aug. 2012</u> | | | |
| 1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

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06/14/2012

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

NH Department of Health and Human Services

Exhibit A
Scope of Services

State Loan Repayment Program

CONTRACT PERIOD: October 1, 2012 or date of Governor and Council approval, whichever is later, through September 30, 2015.

CONTRACTOR NAME: Geraldine Lau

ADDRESS: 295 Pequawket Trail, Freedom, NH 03836

CONTRACTOR TITLE: Advanced Practice Registered Nurse

TELEPHONE: (603) 447-3500 e-mail: bglau1@gmail.com

The Contractor shall:

1. As a New Hampshire Board Certified, Advanced Practice Registered Nurse, the contractor will be signing for a minimum service obligation of thirty-six months in exchange for full-time primary health services during the term of the contract. "Full-time clinical practice" is defined as a minimum of 40 hours per week at an approved service site, for minimum of 45 weeks per service year providing primary health services or dentistry at an approved service site, no less than 4 days per week with no more than 12 hours work to be performed in any 24-hour period, with no more than 8 hours per week devoted to practice-related administrative activities. The practice must include hospital treatment coverage appropriate to meet the needs of patients of the approval service site and to ensure continuity of care. 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 week.
2. The contractor will be providing primary health care service to residents within the Medically Underserved Area in Carroll County, New Hampshire or such other location as may be agreed upon by the State.
3. The contractor and employer/practice site participating in the Loan Repayment Program agree to provide direct primary care services to all patients regardless of their ability to pay. In addition, the contractor and employer/practice site must offer a sliding-fee schedule based on the current Federal Poverty Guidelines, accept Medicaid, Medicare, and State Children's Health Insurance Program assignment rates, and provide free care when medically necessary.
4. The contractor will maintain the appropriate professional license and conform to all state laws and administrative rules pertaining to the profession being practiced. If there are any restrictions that would enable the contractor from doing his/her duties at the facility and/or practice site, the contractor will be in violation of this agreement.
5. The contractor agrees to complete his/her service obligation that runs the length of the contract. The contractor not completing his/her loan service obligation may be obligated to repay all the loan value paid under the program with a risk of penalties if obligations of repayment are not met in a satisfactory manner.
6. The contractor cannot be concurrently taking part in any other federal or state loan repayments plan or be a member of the National Health Service Corps.

7. The contractor 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.
8. The contractor shall notify the Primary Care Workforce Coordinator, Rural Health & Primary Care Section in writing at least thirty (30) calendar days prior to any circumstance, which results in a change of practice location for the healthcare provider under contract. If the healthcare provider is relocated to a practice site that is not in a designated medically underserved area, termination of the contract may result.
9. The contractor shall notify the Primary Care Workforce Coordinator, Rural Health & Primary Care Section in writing within seven (7) calendar days in the event of termination of employment of participant and must include specific reason(s) for termination.
10. The contractor's failure to comply with Federal & State Loan Repayment Program requirements or the provisions contained within the Memorandum of Agreement may, at the discretion of the Rural Health & Primary Care Section Administrator, result in denial of any further payments and termination of this agreement. In addition the contractor may be subject to penalties outlined in his/her contract.
11. In the event that a contractor is found to be in default, the following procedure applies. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the participant to complete the period of obligated services. The Commissioner, for state funded only contracts, may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6 of the contract provisions, if the failure is determined to be caused by circumstances beyond the healthcare provider's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness, death, or laid off due to financial situation of the employer. The healthcare provider will need to provide in writing within (7) calendar days, to the Primary Care Workforce Coordinator, Rural Health & Primary Care Section the circumstance why s/he is not in default of the contract.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

State Loan Repayment Program

CONTRACT PERIOD: October 1, 2012 or date of Governor and Council approval, whichever is later, through September 30, 2015.

CONTRACTOR NAME: Geraldine Lau

ADDRESS: 295 Pequawket Trail, Freedom, NH 03836

CONTRACTOR TITLE: Advanced Practice Registered Nurse

TELEPHONE: (603) 337-3500 e-mail: bglau@gmail.com

Vendor 226182-B001

Job #90075000

Appropriation #05-95-90-901010-2217-073-500578

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

\$33,200.00 for the State Loan Repayment Program, funded from 100% General Funds

TOTAL: \$33,200.00

2. The State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$33,200.00 over the term of the contract, for validated and outstanding undergraduate and/or graduate educational loans which includes government commercial loans for actual costs paid for tuition, reasonable educational expenses, and reasonable living expenses relating to the graduate or undergraduate education of a health professional. This loan repayment is to be used solely for educational loan pay down.
 - 2.1 Before initiating state payments, the Rural Health & Primary Care Section will contact the employer to ensure the Memorandum of Agreement & contract stipulations are being met and verify that their non-federal loan repayment funds have been paid to the participant prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
 - 2.2 The contractor's commitment begins on the effective date, or date of Governor and Executive Council approval, whichever is later.
 - 2.2.1 The healthcare provider commences providing obligated services in accordance with Exhibit A of this contract.
 - 2.3 The first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract.
 - 2.3.1 First payment of \$3,000.00 of providing services obligated under this contract.
 - 2.3.2 Second payment of \$3,000.00 of providing services obligated under this contract.

- 2.3.3 Third payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.4 Fourth payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.5 Fifth payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.6 Sixth payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.7 Seventh payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.8 Eighth payment of \$3,000.00 of providing services obligated under this contract.
- 2.3.9 Ninth payment of \$2,300.00 of providing services obligated under this contract.
- 2.3.10 Tenth payment of \$2,300.00 of providing services obligated under this contract
- 2.3.11 Eleventh payment of \$2,300.00 of providing services obligated under this contract
- 2.3.12 Twelfth and final payment of \$2,300.00 of providing services obligated under this contract.

3. The contractor who fails to begin or complete his/her loan repayment service obligation or otherwise breaches the terms and conditions of the obligation is in default of his/her contract and is subject to the financial consequences outlined in his/her agreement.

Exhibit C
Special Provisions

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

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

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

2.1 In signing this agreement, the Contractor attests that s/he is a citizen or national of the United States and that s/he does not have an unserved obligation for service to a Federal, State, or local government, or any other entity.

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

2.2.1 Submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

2.2.2 The Contractor agrees to: Provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

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

2.2.4 If the Contractor agrees to serve, and fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of: a) the total amount paid by the Department to, or on behalf of, the Contractor under this contract, and b) an amount equal to the unserved obligation penalty set forth in paragraph 2.2.5 of this section.

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

2.2.6 In the event the Contractor does not fulfill his/her obligations under this agreement, s/he shall forfeit any remaining allotment(s) under this contract.

2.2.7 The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6, if the failure is determined to be caused by circumstances beyond the Contractor's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness or death.

2.2.8 Any amount the Commissioner determines that the Department is entitled to recover, shall be paid within one (1) year of the date the Commissioner determines that the Contractor is in breach of this contract.

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

3. Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

4. Credits

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

5. Debarment, Suspension and Other Responsibility Matters

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

6. Renewal

This Agreement contains the option to extend the Agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the contractor, agreement of the parties and approval of the Governor and Council.

NH Department of Health and Human Services

Addendum C

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Geraldine Lau, Saco River Medical Group, New Hampshire Department of Health & Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section

PURPOSE

The New Hampshire’s State Loan Repayment Program provides funds to health care professionals working in areas of the state designated as being medically underserved. These medically underserved areas; identified as Health Care Professional Shortage Areas, Mental Health Professional Shortage Areas, Dental Health Professional Shortage Areas, Medically Underserved Areas Populations, and Governor’s Exceptional Medically Underserved Populations are indicators that a shortage of primary healthcare providers, posing a major barrier to access to primary health care services for the residents of these areas. As one of several approaches to improve access to primary health care services, the State Loan Repayment Program has proven to be a successful short- and long-term strategy to recruit and retain physicians, dentists and other health care providers into New Hampshire’s underserved communities. Health care providers and practice site(s) participating in the State Loan Repayment Program agree to provide direct primary care services to our population who are residing in our medically underserved areas of New Hampshire.

The State Loan Repayment Program establishes contracts with these qualified health care providers who provide direct patient care and who are seeking financial support for professional education loan repayments in exchange for their commitment to serving the underinsured population in our medically underserved areas that would otherwise make service in such areas unattractive. 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.

The Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section administers the State Loan Repayment Program.

Full Time & Part-Time Services

Loan repayment contracts are available to “full-time” health care providers. “Full-time clinical practice” is defined as a minimum of 40 hours per week at an approved service site, for minimum of 45 weeks per service year providing primary health services or dentistry at an approved service site, no less than 4 days per week with no more than 12 hours work to be performed in any 24-hour period, with no more than 8 hours per week devoted to practice-related administrative activities. The practice must include hospital treatment coverage appropriate to meet the needs of patients of the approval service site and to ensure continuity of care. 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 week.

Loan repayment contracts are available to “**part-time**” health care providers. “Part-time clinical practice” is defined as a minimum of 20 hours per week at an approved service site, for a minimum of 45 weeks per service year providing primary health care services or dentistry at an approved service site, no less than 2 days per week with no more than 12 hours work performed in any 24-hour period, with no more than 4 hours per week devoted to practice-related administrative activities. The practice must include hospital treatment coverage appropriate to the needs of the approved service site’s patients and to ensure continuity of care. Research and teaching are not considered to be “clinical practice”. Time spent for all health care providers and dentists in “on-call” status will not count toward the 20-hour week.

STATEMENT OF AGREEMENT

NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Geraldine Lau, New Hampshire Board Certified, Advanced Practice Registered Nurse, (Hereinafter referred to as the contractor). Funds in this agreement will be used to provide loan repayments to the contractor, who will be working full-time at the Saco River Medical Group, 7 Greenwood Avenue, Conway, NH 03818, (Hereafter referred to as the employer). The Saco River Medical Group, P.C, is a Rural Health Clinic, located in a Medically Underserved Area. The geographic area to be served is Carroll County, New Hampshire.

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.

In this contract agreement, the contractor will be signing for a minimum service obligation of thirty-six months in exchange for twelve payments. The agreement is to be effective October 1, 2012, or date of Governor and Executive Council, whichever is later through September 30, 2015. 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. Before initiating each payment to the contractor, the State of New Hampshire will contact the employer to ensure the contract stipulations are being met.

This agreement contains the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the contractor, the agreement of the parties and the approval of the Governor and Executive Council.

- A. 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 \$33,200.00 over the term of the thirty-six month contract. This loan repayment is to be used solely for educational pay down.
- B. The contractor and employer participating in the Loan Repayment Program agree to provide direct primary care services to all patients regardless of their ability to pay. In addition, the contractor and employer/practice site must offer a sliding-fee schedule based on the current Federal Poverty Guidelines, accept Medicaid, Medicare, and State Children’s Health Insurance Program assignment rates, and provide free care when medically necessary.
- C. The employer will maintain the employment of the health care provider for the length of service required under the terms of this agreement, except in the cases of the health professional’s termination due to substandard job performance or lay off due to financial constraints.

- D. The employer/practice site will maintain the practice schedule of the contractor at the practice site for the number of hours per week and length of service specified in this agreement. Any changes in practice circumstances that would not support the mission of the State of New Hampshire are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the SLRP. The employer and/or practice site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement. If the healthcare provider is relocated to a practice site that is not in a designated medically underserved area, termination of the contract may result.
- E. The employer/practice site will notify the Primary Care Workforce Coordinator in writing at least two weeks prior to start of a scheduled leave of 30 days or more (e.g., family, medical, personal, military). The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. The SLRP will extend the end date of this contract to ensure that the contractor completes his/her obligated primary health care services.
- F. The employer/practice site will provide in writing at least thirty (30) calendar days prior to any circumstance, which results in a change of practice location for the healthcare provider under contract. If the healthcare provider is relocated to a practice site that is not in a designated medically underserved area, termination of the contract may result.
- G. The contractor must agree to complete his/her service obligation that runs the length of the contract. The contractor not completing his/her loan service obligation may be obligated to repay all the loan value paid under the program with a risk of penalties if obligations of repayment are not met in a satisfactory manner.
- H. 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 this contractor from doing his/her duties at the practice site, the contractor will be in violation of this contract.
- I. The contractor and employer/practice site will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys, or compliance with written reports.
- J. The employer/practice site shall notify the Primary Care Workforce Coordinator, Division of Public Health Services, Rural Health & Primary Care Section in writing at least thirty (30) calendar days prior if participant's name is absent more than 7 weeks (35 workdays) in one year due to vacation, holidays, continuing professional educational, illness, or any other reason. Absences greater than 7 weeks in an SLRP service year will extend the service commitment end date and an amendment contract will need to be approved by the Governor & Council to continue loan repayments.
- K. The employer/practice site shall notify the Primary Care Workforce Coordinator, Rural Health & Primary Care Section in writing within seven (7) calendar days in the event of termination of employment of participant and must include specific reason(s) for termination.
- L. The employer/practice site shall notify the Primary Care Workforce Coordinator, Rural Health & Primary Care Section in writing within seven (7) calendar days if the healthcare provider, for any reason chooses to take a leave of absence due to a physical or mental health disability, or the terminal illness of an immediate family member, that results in the contractor's temporary inability to perform the SLRP obligation. This includes any medical condition or a personal situation that: 1) would make it temporarily impossible for the participant to continue the service obligation or payment of the monetary

debt; or 2) would temporarily involve an extreme hardship to the individual and would be against equity and good conscience to enforce the service or payment obligation.

- M. Transfer requests are considered in extreme situations on a case-by-case basis. The contractor is expected to honor his/her contract with the employer and State. Under no circumstances can a contractor leave the employing health care organization/site without prior approval from the Rural Health & Primary Care Section, or the contractor will be placed in default and will be considered in breach of contract
- N. In the event that a contractor is found to be in default, the following procedure applies. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the participant to complete the period of obligated services. The Commissioner, for state funded only contracts, may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6 of the contract provisions, if the failure is determined to be caused by circumstances beyond the healthcare provider's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness, death, or laid off due to financial situation of the employer. The healthcare provider will need to provide in writing within (7) calendar days, to the Primary Care Workforce Coordinator, Rural Health & Primary Care Section the circumstance why s/he is not in default of the contract.
- O. The contractor will be paid by the State of New Hampshire in twelve payments during the term of the contract.
 - 1.1 Before initiating state payments, the Rural Health & Primary Care Section will contact the employer/ and or practice site to ensure the Memorandum of Agreement & contract 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.
 - 1.2 The contractor's commitment begins on the effective date, or date of Governor and Executive Council approval, whichever is later.
 - 1.2.1 The healthcare provider commences providing obligated services in accordance with Exhibit A of this contract.
 - 1.3 The first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract.
 - 1.3.1 First payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.2 Second payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.3 Third payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.4 Fourth payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.5 Fifth payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.6 Sixth payment of \$3,000.00 of providing services obligated under this contract.
 - 1.3.7 Seventh payment of \$3,000.00 of providing services obligated under this contract.

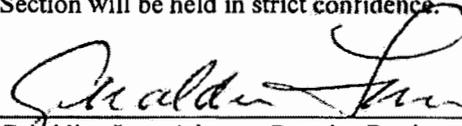
- 1.3.8 Eighth payment of \$3,000.00 of providing services obligated under this contract.
- 1.3.9 Ninth payment of \$2,300.00 of providing services obligated under this contract.
- 1.3.10 Tenth payment of \$2,300.00 of providing services obligated under this contract.
- 1.3.11 Eleventh payment of \$2,300.00 of providing services obligated under this contract.
- 1.3.12 Twelfth and final payment of \$2,300.00 of providing services obligated under this contract.

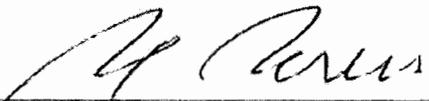
1.4 The contractor who fails to begin or complete their State Loan Repayment Program service obligation or otherwise breaches the terms and conditions of the obligation is in default of his/her contract and is subject to the financial consequences outlined in his/her contract.

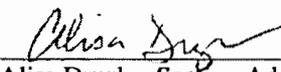
P. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification 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.

Failure to comply with Federal & State Loan Repayment Program requirements or the provisions contained within paragraphs A, B, C, D, E, F, G, H, I, J, K, L M, N, O and P of this Memorandum of Agreement may, at the discretion of the Rural Health & Primary Care Section Administrator, result in denial of any further payments and termination of this contract. In addition the participant may be subject to penalties outlined in his/her contract. Employers, who are out of compliance with the terms and conditions of the Memorandum of Agreement, may be ineligible to participate in the State Loan Repayment Program in the future.

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


 Geraldine Lau, Advance Practice Registered Nurse Date 6/14/2012
 Saco River Medical Group


 Dr. Robert Rose, President Date 6.14.12
 Saco River Medical Group


 Alisa Druzba, Section Administrator Date 7/2/2012
 Bureau of Public Health Systems, Policy & Performance
 Rural Health & Primary Care Section