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

Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301-3857  
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September 19, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to **Retroactively** amend existing contracts with the four (4) vendors below, for reimbursement payments of educational loans through the State Loan Repayment Program by exercising a contract renewal option by increasing the price limitation by \$60,000, from \$135,000 to \$195,000, extending the completion date from September 30, 2023 to September 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on October 7, 2020 (Item #12a).

Funds are available in the following account for the State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, 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.

Vendor Name	Vendor Code	Practice Site	Term	Current Total	Increase	Revised Total
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	24 Months	\$22,500	\$10,000	\$32,500
Corey Gately, MLADC	326242	Concord Hospital	24 Months	\$45,000	\$20,000	\$65,000
Nichole Beer (Silver), LCMHC	326249	Riverbend Community Mental Health Center	24 Months	\$45,000	\$20,000	\$65,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	24 Months	\$22,500	\$10,000	\$32,500
		<b>Total:</b>		\$135,000	\$60,000	\$195,000

**See attached fiscal details.**

### **EXPLANATION**

This request is **Retroactive** because the Department did not receive the properly executed amendments from the Contractors in time to present them to the Governor and Executive Council before the expiration of the contract terms of September 30, 2023. This purpose of this request is to extend the term of four (4) State Loan Repayment Program (SLRP) agreements. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

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

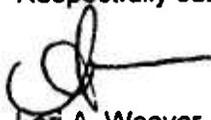
Should the Governor and Executive Council not authorize this request, it will have a critical impact on the ability of New Hampshire health care facilities to recruit and retain qualified primary care health professionals to work in the State's Health Professional Shortage Areas. It is well-established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

Areas served: Hillsborough, Merrimack Counties.

Source of Funds: 100% Federal Funds (ARPA).

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

05-95-94-940010-2465, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:NHH; ARPA DHHS FISCAL RECOVERY FUNDS .  
100% Federal Funds

Danielle M. Panciocco

Vendor # 315183-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increase	Revised Budget
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00	-	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00	-	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00	-	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00	-	1,250.00
SFY 2024	103-502664	Contracts for Op Services	00FRF602PH9506A	-	3,750.00	3,750.00
SFY 2025	103-502664	Contracts for Op Services	00FRF602PH9506A	-	5,000.00	5,000.00
SFY 2026	103-502664	Contracts for Op Services	00FRF602PH9506A	-	1,250.00	1,250.00
Sub Total				22,500.00	10,000.00	32,500.00

Corey Gately

Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increase	Revised Budget
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00	-	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00	-	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00	-	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00	-	2,500.00
SFY 2024	103-502664	Contracts for Op Services	00FRF602PH9506A	-	7,500.00	7,500.00
SFY 2025	103-502664	Contracts for Op Services	00FRF602PH9506A	-	10,000.00	10,000.00
SFY 2026	103-502664	Contracts for Op Services	00FRF602PH9506A	-	2,500.00	2,500.00
Sub Total				45,000.00	20,000.00	65,000.00

Nichole Beer (Silver)

Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increase	Revised Budget
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00	-	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00	-	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00	-	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00	-	2,500.00
SFY 2024	103-502664	Contracts for Op Services	00FRF602PH9506A	-	7,500.00	7,500.00
SFY 2025	103-502664	Contracts for Op Services	00FRF602PH9506A	-	10,000.00	10,000.00
SFY 2026	103-502664	Contracts for Op Services	00FRF602PH9506A	-	2,500.00	2,500.00
Sub Total				45,000.00	20,000.00	65,000.00

Sandra Cole

Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount	Increase	Revised Budget
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00	-	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00	-	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00	-	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00	-	1,250.00
SFY 2024	103-502664	Contracts for Op Services	00FRF602PH9506A	-	3,750.00	3,750.00
SFY 2025	103-502664	Contracts for Op Services	00FRF602PH9506A	-	5,000.00	5,000.00
SFY 2026	103-502664	Contracts for Op Services	00FRF602PH9506A	-	1,250.00	1,250.00
Sub Total				22,500.00	10,000.00	32,500.00

TOTAL				135,000.00	60,000.00	195,000.00
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	FY2024	FY2025	FY2026	Total
\$ 271,554	\$ 302,087	\$ 177,650	\$ 35,709	\$ 22,500	\$ 30,000	\$ 7,500	\$ 847,000



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Danielle Panciocco, LICSW, (hereinafter referred to as "the Contractor"), an individual employed at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 07, 2020, (Item #12a), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.6, Account Number, to read:  
05-095-094-940010-24650000-103-502664.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2025.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$32,500.
4. Add Memorandum of Agreement (Attachment #1) Amendment #1, which is attached hereto and incorporated by reference herein.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 30, 2023, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/5/2023

Date

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

Danielle Panciocco

8/31/2023

Date

DocuSigned by:  
*Danielle M. Panciocco*  
Name: Danielle M. Panciocco  
Title: LICSW



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

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

OFFICE OF THE ATTORNEY GENERAL

9/5/2023

Date

DocuSigned by:

*Rayn Guarino*

Name: Rayn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

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

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www.dhhs.nh.gov

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

Amendment to previous agreement between Danielle Panciocco, LICSW, Contractor, Mental Health Center of Greater Manchester, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

**Full Time Services**

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to amend the Memorandum of Agreement to make state loan repayment contributions for Danielle Panciocco, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at MHCGM – Community Support Program, 1555 Elm Street, Manchester, NH 03101 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$10,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$10,000. The agreement is to be effective October 1, 2023, or date of Governor and Executive Council approval, whichever is later through September 30, 2025. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The original contract Exhibit A, section 3, Extension, contained the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program.

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**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

**d. Insurance:**

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

**e. Workers' Compensation**

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Employer shall furnish the Section Administrator identified in the signature block below, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

7. The Contractor will be paid by the State in eight payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$1250 of providing services obligated under this contract.
  - b. Second payment of \$1250 of providing services obligated under this contract.
  - c. Third payment of \$1250 of providing services obligated under this contract.
  - d. Fourth payment of \$1250 of providing services obligated under this contract.
  - e. Fifth payment of \$1250 of providing services obligated under this contract.
  - f. Sixth payment of \$1250 of providing services obligated under this contract.
  - g. Seventh payment of \$1250 of providing services obligated under this contract.
  - h. Eighth payment of \$1250 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

DocuSigned by:  
*Lisa Descheneau* 9/1/2023  
AEEF3D0E793D4E3  
 \_\_\_\_\_  
 Lisa Descheneau, VP of HR and Administration Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Danielle M. Panciocco* 8/31/2023  
9C0299F8E70E430  
 \_\_\_\_\_  
 Danielle Panciocco, LICSW Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Patricia M. Tilley* 9/5/2023  
040F550F585E450  
 \_\_\_\_\_  
 Patricia M. Tilley, Director Date  
 DHHS, Division of Public Health Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/15/2023

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

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

<b>PRODUCER</b> CGI Insurance, Inc. 5 Dartmouth Drive  Auburn NH 03032	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (877) 562-8954 <b>FAX (A/C, No):</b> (866) 574-2443 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>A.I.M. Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance		INSURER B:	Philadelphia Indemnity		INSURER C:	A.I.M. Mutual		INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b> The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street  Manchester NH 03103-3628																					

**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 w/WC Renewal                      **REVISION NUMBER:**

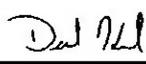
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab \$2M Agg			PHPK2535063	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2533906	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB857095	04/01/2023	04/01/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC6004000298-2023A	09/12/2023	09/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

Workers Comp 3A State: NH, MA, VT, ME & VT. Supplemental Names: Manchester Mental Health Foundations, Inc., Amoskeag Residences Inc., Bedford Counseling Associates, Family 411, Mindful Wellness, North End Counseling, InShape. The Certificate is issued for insured operations usual to Mental Health Services.

**CERTIFICATE HOLDER****CANCELLATION**

DHHS 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Danielle Panciocco, LICSW



## LICENSURE & CERTIFICATIONS

Licensed Independent Clinical Social Worker (LICSW)  
# 2012, State of New Hampshire

April 2022

Certifications include: Illness Management and Recovery (IMR), Dialectical Behavioral Therapy (DBT), Trauma Recovery, Stages of Change, Motivational Interviewing, Non-Violent Crisis Intervention (CPI)

## EDUCATION

University of New Hampshire, Manchester, NH  
*Master of Social Work*

May 2014

Southern New Hampshire University, Manchester, NH  
*Bachelor of Science, Marketing*

May 2008

## WORK EXPERIENCE

The Mental Health Center of Greater Manchester, Manchester, NH  
*Community Connections Liaison, Intake Clinician*

10/2017 – present

- Conducting individual intake assessments to gather pertinent information about the individual in order to formulate an accurate diagnosis and connect them with an appropriate treatment team.
- Complete intake assessments, eligibility screenings, risk assessments for Community Connections (mental health court diversion program).
- Serve as the treatment liaison between MHCGM and Manchester District Court, Hillsborough County Superior Court (North). Collaborate with attorneys, correctional facilities and other community stakeholders to improve and monitor the program.

*Clinical Case Manager*

6/2014 – 10/2017

- Providing therapy and case management for a caseload of 35-45 clients with various diagnoses, including schizophrenia, bipolar disorder, PTSD and major depressive disorder.
- Connecting clients and their families with resources within the community to ensure they have access to adequate housing, medical care, and financial assistance.

Elliot Physician's Network, Manchester, NH

9/2013 – 5/2014

*Ambulatory Social Work Intern*

- Conducting bio-psycho-social assessments and home visits to identify appropriate interventions, referrals and level of care needed for patients and families
- Determining eligibility, completing applications and providing referrals to community resources for housing, financial assistance, substance use, and mental health needs
- Collaborating with physicians, nurses and other staff to develop in-community care plans that ensure the health, safety and well-being of patients

Child Health Services/Teen Health Clinic, Manchester, NH

*Social Work Intern*

9/2012 – 5/2013

*Family Support Worker*

8/2013 – 6/2014

- Conducted new patient intake interviews and annual demographic and socioeconomic updates for each patient
- Provided referrals to outside agencies and researching additional resources within the community.
- Met with patients on an as-needed basis to assess individual and family needs, such as mental health counseling and aiding the application process for state or federal assistance programs.

Medicaid Client Services, Office of Medicaid Business Policy, Concord, NH

*Case Aide*

6/2011 – 09/2013

- Provide and explained benefit information to Medicaid recipients, including service coverage and locating enrolled providers.
- Responsible for directing outreach program for newly enrolled families with children receiving Medicaid benefits.

References will be provided upon request.



# NEW HAMPSHIRE Online Licensing

[nh.gov](http://nh.gov)  
Licensing Home

<b>Person Information</b>
Name: DANIELLE MARIE PANCIOCCO, MSW
<b>License Information</b>
License No: 2012
Profession: Mental Health
License Type: Clinical Social Worker
License Status: Active
Issue Date: 4/6/2017
Expiration Date: 4/6/2025
<b>Discipline Information</b>
No Discipline Information
<b>Board Disciplinary Action</b>
No Related Documents



12A mac

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

Lori A. Shibusette  
 Commissioner

Lisa M. Morris  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301  
 603-271-4501 1-800-852-3345 Ext. 4501  
 Fax: 603-271-4827 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed \$787,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2022 for 24 month term contract and September 30, 2023 for 36 month term contracts. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 21	SFY 22	SFY 23	SFY 24	Total
Christopher Burns, PsychNP	311370	Lakes Region Mental Health Center	Lakes Region Mental Health Center	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Janette B. Trudo, LICSW	309903	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jennifer Stout, LICSW, MLADC	258230	Wentworth-Douglass Hospital	The Doorway @ Wentworth-Douglass	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Willard Metcalfe, LICSW	311376	West Central Behavioral Health	West Central Behavioral Health - Claremont	36 Months	\$12,498	\$12,917	\$7,918	\$1,667	\$35,000
Casey McFarland, LICSW	272079	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Kelley L. Watkins, APRN	270799	Mid-State Health Center	Mid-State Health Center - Bristol	24 Months	\$4,686	\$6,251	\$1,563	\$0	\$12,500

Melissa DiNoto, LADC	270803	Families in Transition	Families in Transition – New Horizons	24 Months	\$3,750	\$5,000	\$1,250	\$0	\$10,000
Sarah Fenton, LICSW	272076	Northern Human Services	Northern Human Services – Wolfeboro	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Susan Gordon, LICSW, MLADC	272077	Greater Seacoast Community Health	Greater Seacoast Community Health	24 Months	\$6,750	\$9,000	\$2,250	\$0	\$18,000
Amy Jaskolka, LCMHC	315160	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Audrey J. Wehmeyer, PA	315188	Huggins Hospital	Tamworth Family Medicine	24 Months	\$6,186	\$7,126	\$1,688	\$0	\$15,000
Brenda Lovely, PsychNP	315188	Seacoast Mental Health Center	Seacoast Mental, Health Center	36 Months	\$15,000	\$16,250	\$10,500	\$2,250	\$44,000
Charlotte Johnson, LCMHC	315152	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Dawn M. DeCosta, PsychNP	315157	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Kristen Trimble, APRN	315153	Keady Family Practice	Keady Family Practice	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Shauna M. Clark, LCMHC	315163	Monadnock Family Services	Monadnock Family Services	36 Months	\$5,748	\$5,792	\$2,918	\$542	\$15,000
Suzanne C. Anderson, APRN	311368	Huggins Hospital	Moulton- borough Family Medicine	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Adam Chelmo, LCMHC	328251	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000

Brittany Anibal, DO	326252	Speare Memorial Hospital	Plymouth Pediatrics and Adolescent Medicine	36 Months	\$11,250	\$13,125	\$10,625	\$2,500	\$37,500
Corey Gately, MLADC	326242	LRGHealth care	LRGHealth care – The Doorway	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Danielle Plourde, LCMHC	326250	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Erin Nicole Angley-Cohen, LICSW	326234	New London Hospital	Newport Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jill Worden, APRN	326239	Lamprey Healthcare	Lamprey Healthcare	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Nichole Silver, LCMHC	326249	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
			<b>Total:</b>		<b>\$271,554</b>	<b>\$302,087</b>	<b>\$177,650</b>	<b>\$35,709</b>	<b>\$787,000</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-901010-7966, 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.**

See attached fiscal details.

#### EXPLANATION

The purpose of this request is to seek the approval of twenty-six (26) agreements for a total of \$787,000 to be used to provide payments to State Loan Repayment Program medical, mental health, substance use disorder, and oral health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

Twenty-three (23) Contractors will be working full-time and three (3) part-time and have committed to a minimum service obligation of 36 (or 24 for part-time) months.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years (or one year for part-time) contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

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

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

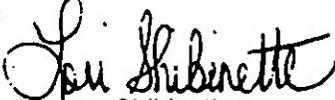
Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

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

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

Source of Funds: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Respectfully submitted,

  
Lori A. Shabinette  
Commissioner

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

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL  
HEALTH & PRIMARY CARE.

100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

**Christopher Burns**

Vendor # 311370-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Janette B. Trudo**

Vendor # 309903-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		17,500.00

**Jennifer Stout**

Vendor # 258230-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Willard Metcalfe**

Vendor # 311376-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	12,498.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	12,917.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	7,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,667.00
		Sub Total		35,000.00

**Casey McFarland**

Vendor # 272079-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		20,000.00

**Kelley L. Watkins**

Vendor # 270799-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	4,686.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	6,251.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,563.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	

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

	Sub Total	12,500.00
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**Melissa DiNoto**

Vendor # 270803-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	3,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				10,000.00

**Sarah Fenton**

Vendor # 272076-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				20,000.00

**Susan Gordon**

Vendor # 272077-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				18,000.00

**Amy Jaskolka**

Vendor # 315160-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
Sub Total				45,000.00

**Audrey J. Wehmeyer**

Vendor # 315188-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,188.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	7,126.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,688.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				15,000.00

**Branda Lovely**

Vendor # 315186-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,250.00
Sub Total				44,000.00

**Charlotte Johnson**

Vendor # 315152-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Danielle M. Panciocco**

Vendor # 315183-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Dawn M. DeCosta**

Vendor # 315157-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Kristen Trimble**

Vendor # 315153-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Shauna M. Clark**

Vendor # 315163-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	5,748.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,792.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	542.00
		Sub Total		15,000.00

**Suzanne C. Anderson**

Vendor # 311368-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Adam Chelmo**

Vendor # 326251-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Brittany Anibal**

Vendor # 326252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	11,250.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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SFY 2022	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	37,500.00

**Corey Gately**

Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Danielle Plourde**

Vendor # 326250-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Erin Nicole Angley-Cohan**

Vendor # 326234-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
			Sub Total	17,500.00

**Jill Worden**

Vendor # 326239-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
			Sub Total	22,500.00

**Nichole Silver**

Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Sandra Cole**

Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
			Sub Total	22,500.00

		<b>TOTAL</b>		<b>787,000.00</b>
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	Total
\$ 271,554	\$ 302,087	\$ 177,650	\$ 35,709	\$ 787,000

Subject: State Loan Repayment Program (SLRP-2020-DPHS-02-REPAY-08)

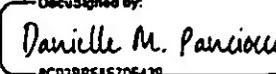
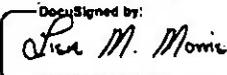
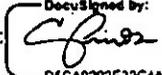
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Danielle M. Panciocco		1.4 Contractor Address 1465 Hooksett Road, Unit #231, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-475-8668	1.6 Account Number 05-095-090-901010- 79650000-073-500578	1.7 Completion Date 09/30/23	1.8 Price Limitation \$22,500
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Danielle M. Panciocco LICSW	
1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health Svcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 9/18/2020			
1.17 Approval by the Governor and Executive Council. (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

  
 Contractor Initials DMP  
 Date 9/10/2020

**2. 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 B which is incorporated herein by reference ("Services").

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

Contractor Initials DMP  
Date 9/10/2020

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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, formulæ, 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials DMP  
Date 9/10/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services



Exhibit A  
Full Time Services

**REVISIONS TO GENERAL PROVISIONS**

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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

New Hampshire Department of Health and Human Services



Exhibit B

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**Scope of Services**

**State Loan Repayment Program**

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

Exhibit B

Page 1 of 1

Contractor Initials DMP  
Date 9/10/2020

New Hampshire Department of Health and Human Services  
Exhibit C



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials DS  
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Date 9/10/2020

New Hampshire Department of Health and Human Services



Exhibit D

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

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

New Hampshire Department of Health and Human Services



Exhibit D

**2. Gratuities or Kickbacks**

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

**3. Credits**

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

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

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

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

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

Exhibit E

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Contractor Initials

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

02/03/2020

Rev. 02/03/2020

Page 1 of 2

Date 9/10/2020



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

9/10/2020

Date

DocuSigned by:

Danielle M. Panciocco

Name: Danielle M. Panciocco

Title: LICSW

Exhibit E

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DMP

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services

Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/10/2020

Date

DocuSigned by: Danielle M. Panciocco
Name: DANIELLE M. PANCIOTTO
Title: LICSW

DMP

## Danielle Panciocco, LICSW

1465 Hooksett Road, Unit 231, Hooksett, NH 03106

### LICENSURE & CERTIFICATIONS

Licensed Independent Clinical Social Worker (LICSW)  
# 2012, State of New Hampshire

April 2017

Certifications include: Illness Management and Recovery (IMR), Dialectical Behavioral Therapy (DBT), Trauma Recovery, Stages of Change, Motivational Interviewing, Non-Violent Crisis Intervention (CPI)

### EDUCATION

University of New Hampshire, Manchester, NH  
*Master of Social Work*

May 2014

Southern New Hampshire University, Manchester, NH  
*Bachelor of Science, Marketing*

May 2008

### WORK EXPERIENCE

The Mental Health Center of Greater Manchester, Manchester, NH  
*Intake Clinician*

10/2017 – 5/2019, 6/2019 - present  
6/2014 – 10/2017

*Clinical Case Manager*

- Conducting individual intake assessments to gather pertinent information about the individual in order to formulate an accurate diagnosis and connect them with an appropriate treatment team.
- Providing therapy and case management for a caseload of 35-45 clients with various diagnoses, including schizophrenia, bipolar disorder, PTSD and major depressive disorder.
- Connecting clients and their families with resources within the community to ensure they have access to adequate housing, medical care, and financial assistance.
- Working with mental health prescribers to identify effective medication regimens and educate each client on the medication(s) they are prescribed.
- Fulfill contractual individual therapy to students enrolled at University of New Hampshire at Manchester.

Elliot Physician's Network/Elliot Behavioral Health, Manchester, NH

5/2019 – 6/2019

*Behavioral Health Consultant*

- Provide brief interventions and skill building activities to pediatric patients reporting behavioral health concerns.
- Refer to community providers or internal behavioral health providers.
- Provide pediatricians and other medical professionals with information about behavioral health and appropriate interventions.

Elliot Physician's Network, Manchester, NH

9/2013 – 5/2014

*Ambulatory Social Work Intern*

- Conducting bio-psycho-social assessments and home visits to identify appropriate interventions, referrals and level of care needed for patients and families
- Determining eligibility, completing applications and providing referrals to community resources for housing, financial assistance, substance use, and mental health needs
- Collaborating with physicians, nurses and other staff to develop in-community care plans that ensure the health, safety and well-being of patients

Child Health Services/Teen Health Clinic, Manchester, NH

*Social Work Intern*

9/2012 – 5/2013

*Family Support Worker*

8/2013 – 6/2014

- Conducted new patient intake interviews and annual demographic and socioeconomic updates for each patient
- Provided referrals to outside agencies and researching additional resources within the community.
- Met with patients on an as-needed basis to assess individual and family needs, such as mental health counseling and aiding the application process for state or federal assistance programs.

Medicaid Client Services, Office of Medicaid Business Policy, Concord, NH

*Case Aide*

6/2011 – 09/2013

- Provide and explained benefit information to Medicaid recipients, including service coverage and locating enrolled providers.
- Responsible for directing outreach program for newly enrolled families with children receiving Medicaid benefits.

References will be provided upon request.







Lori A. Shiblette  
Commissioner

Lisa M. Morris  
Director

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

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT  
State Loan Repayment Program

Between Danielle M. Panciocco, LICSW, Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

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**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Danielle M. Panciocco, LICSW, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at MHCGM – Community Support Services, 1555 Elm Street, Manchester, NH 03101, and UNH-Manchester, 88 Commercial Street, Manchester, NH 03101 (hereafter referred as the Practice Sites).
2. The Practice Sites are a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program.

*The DMP*

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

**d. Insurance:**

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

**e. Workers' Compensation**

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

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

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

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

Contractor Initials DMP  
Date 9/10/2020

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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

DMP

9/10/2020

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

DocuSigned by:  
*Lisa Descheneau* 9/11/2020  
 \_\_\_\_\_  
 Lisa Descheneau, VP of Administration Date  
 Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

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

DocuSigned by:  
*Danielle M. Panciocco* 9/10/2020  
 \_\_\_\_\_  
 Danielle M. Panciocco, LICSW Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Alisa Druzba* 9/11/2020  
 \_\_\_\_\_  
 Alisa Druzba, Section Administrator Date  
 DHHS, Division of Public Health Services  
 Rural Health & Primary Care Section

OS  
 DMP  
 Contractor Initials  
 9/10/2020  
 Date \_\_\_\_\_



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Corey Gately, MLADC, (hereinafter referred to as "the Contractor"), an individual employed at Concord Hospital, 250 Pleasant Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 07, 2020, (Item #12a), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.6, Account Number, to read: 05-095-094-940010-24650000-103-502664.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2025.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$65,000.
4. Add Memorandum of Agreement (Attachment #1) Amendment #1, which is attached hereto and incorporated by reference herein.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 30, 2023, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/7/2023

Date

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

Corey Gately

8/31/2023

Date

DocuSigned by:  
*Corey Gately*  
Name: Corey Gately  
Title: MLADC



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

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

OFFICE OF THE ATTORNEY GENERAL

9/12/2023

Date

DocuSigned by:  
*Robyn Guarino*  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PREVENTION AND WELLNESS

Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-8705 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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

Amendment to previous agreement between Corey Gately, MLADC, Contractor, Concord Hospital, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to amend the Memorandum of Agreement to make state loan repayment contributions for Corey Gately, MLADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Concord Hospital, 250 Pleasant Street, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Concord Hospital – Laconia, Hillside Medical Park, 14 Maple Street, Gilford, NH 03249 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Belknap County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$20,000 over the service term. The agreement is to be effective October 1, 2023, or date of Governor and Executive Council approval, whichever is later through September 30, 2025. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The original contract Exhibit A, section 3, Extension, contained the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

**d. Insurance:**

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

**e. Workers' Compensation**

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Employer shall furnish the Section Administrator identified in the signature block below, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

7. The Contractor will be paid by the State in eight payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2500 of providing services obligated under this contract.
  - b. Second payment of \$2500 of providing services obligated under this contract.
  - c. Third payment of \$2500 of providing services obligated under this contract.
  - d. Fourth payment of \$2500 of providing services obligated under this contract.
  - e. Fifth payment of \$2500 of providing services obligated under this contract.
  - f. Sixth payment of \$2500 of providing services obligated under this contract.
  - g. Seventh payment of \$2500 of providing services obligated under this contract.
  - h. Eighth payment of \$2500 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

DocuSigned by:  
Robert Steigmeyer 9/6/2023  
Robert Steigmeyer, President/CEO Date  
Concord Hospital

DocuSigned by:  
Corey Gately 8/31/2023  
Corey Gately, MLADC Date  
Concord Hospital - Laconia

DocuSigned by:  
Patricia M. Tilley 9/7/2023  
Patricia M. Tilley, Director Date  
DHHS, Division of Public Health Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/2023

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

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

<b>PRODUCER</b> MARSH USA LLC 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.cerrequest@Marsh.com  CN142100133-Lacon-GIP1-72-23	<b>CONTACT NAME:</b> PHONE (A/C No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Concord Hospital Insurance Group LLC</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Concord Hospital Insurance Group LLC		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
<b>INSURED</b> Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-011813349-C1                      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INFO	SUBR INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____			CHIG-Primary-2022	10/01/2022	10/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (EA OCCUR/ACCIDENT)</td><td>\$</td><td></td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td></td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td></td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>12,000,000</td></tr> <tr><td>PRODUCTS - COM/PROP AGG</td><td>\$</td><td></td></tr> <tr><td>OTHER</td><td>\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	3,000,000	DAMAGE TO RENTED PREMISES (EA OCCUR/ACCIDENT)	\$		MED EXP (Any one person)	\$		PERSONAL & ADV INJURY	\$		GENERAL AGGREGATE	\$	12,000,000	PRODUCTS - COM/PROP AGG	\$		OTHER	\$	
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OTHER	\$																											
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td></tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$											
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E.L. DISEASE - POLICY LIMIT	\$																											

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability and Professional Liability Share A Combined Limit of 3,000,000/12,000,000. Hospital Professional Liability Retro Active-Date 05/01/21.

Re: For Alyshia Marie Casella's SLRP Contract with Concord Hospital Primary Care - Belmont.

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH - DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2023

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

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

<b>PRODUCER</b> MARSH USA, LLC 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.cerreques@Marsh.com  CN142100133-CORP-GUPWA-22-	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corporation</td> <td>15105</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: N/A	N/A	INSURER B: Safety National Casualty Corporation	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Concord Hospital, Inc. 250 Pleasant Street Concord, NH 03301															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-011814383-02                      **REVISION NUMBER:** 6

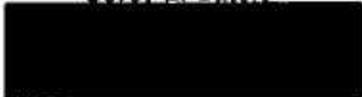
**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	YORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurr/ence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accid/yr) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____    RETENTION \$: _____						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SP4067391	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$    \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$    \$1,000,000 E.L. DISEASE - POLICY LIMIT \$    \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: For Alyshia Marie Casella's SLRP Contract with Concord Hospital Primary Care - Belmont,  
 Evidence of Workers Compensation Coverage.  
 Above policy shown is an Excess Workers Compensation policy specific for New Hampshire subject to a \$650,000 each occurrence self insured retention. Maximum Limit of Indemnity for Employers Liability is \$1,000,000 per occurrence and in the aggregate.

<b>CERTIFICATE HOLDER</b>  State of NH - DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
---	--

Corey E. Gately



### Education

Springfield College School for Human Services, Manchester, NH  
Master's of Science in Human Services, concentration in Community Psychology  
Graduated May 1995 GPA: 3.9

Keene State College, Keene, NH  
Bachelor of Arts in Psychology/Bachelor of Arts in Sociology  
Associate's in Chemical Dependency  
Psychology Honor Society  
Graduated May 1993

### Experience

May 2021 – present  
Concord Hospital – Laconia and Franklin (formerly LRGHealthcare)  
Full Time - Director of Substance Use Services  
Master's Licensed Alcohol and Drug Counselor

July 2021 – present  
Dartmouth Health  
Per Diem/On Call - Master's Licensed Alcohol and Drug Counselor

May 2019 – present  
Juggernaut Fitness  
Part Time - Crossfit L1 Coach

May 2015 – May 2021  
LRGHealthcare – Laconia, NH  
Director of Substance Use Services  
Full Time - Master's Licensed Alcohol and Drug Counselor

September 2012 – May 2015  
Horizons Counseling Center, Gilford, NH  
Intensive Outpatient Program - Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

June 2001 - August 2012  
Lakes Region General Healthcare, Laconia, NH  
Intensive Outpatient Program - Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

### Current Activities

NAADAC Member  
NHADACA Member  
2011 New Hampshire 40 under 40 Award  
2012 NHADACA Counselor of the Year  
2016 Leadership Lakes Region Participant  
2020 Level I Crossfit Coaching Certification  
Rotary International Member 2019 – present



# NEW HAMPSHIRE Online Licensing

[nh.gov](http://nh.gov)  
[Licensing Home](#)

## Person Information

Name: COREY E GATELY

## License Information

License No: 0633  
Profession: Alcohol and Other Drug Use  
License Type: Master Licensed Alcohol & Drug Counselor  
License Status: Active  
Issue Date: 3/10/2008  
Expiration Date: 6/30/2025

No Related Documents



[NH.Gov](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Contact Us Form](#)



12A mac

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

Lori A. Sbibioette  
 Commissioner

Lisa M. Morris  
 Director

29 HAZEN DRIVE, CONCORD, NH 03301  
 603-271-4501 1-800-852-3345 Ext. 4501  
 Fax: 603-271-4827 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed \$787,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2022 for 24 month term contract and September 30, 2023 for 36 month term contracts. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 21	SFY 22	SFY 23	SFY 24	Total
Christopher Burns, PsychNP	311370	Lakes Region Mental Health Center	Lakes Region Mental Health Center	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Janette B. Trudo, LICSW	309903	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jennifer Stout, LICSW, MLADC	258230	Wentworth-Douglass Hospital	The Doorway @ Wentworth-Douglass	36 Months	\$15,000	\$18,250	\$11,250	\$2,500	\$45,000
Willard Metcalfe, LICSW	311376	West Central Behavioral Health	West Central Behavioral Health - Claremont	36 Months	\$12,498	\$12,917	\$7,918	\$1,667	\$35,000
Casey McFarland, LICSW	272079	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Kelley L. Watkins, APRN	270799	Mid-State Health Center	Mid-State Health Center - Bristol	24 Months	\$4,686	\$6,251	\$1,563	\$0	\$12,500

Melissa DiNoto, LADC	270803	Families in Transition	Families in Transition – New Horizons	24 Months	\$3,750	\$5,000	\$1,250	\$0	\$10,000
Sarah Fenton, LICSW	272076	Northern Human Services	Northern Human Services – Wolfeboro	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Susan Gordon, LICSW, MLADC	272077	Greater Seacoast Community Health	Greater Seacoast Community Health	24 Months	\$6,750	\$9,000	\$2,250	\$0	\$18,000
Amy Jaskolka, LCMHC	315160	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Audrey J. Wehmeyer, PA	315188	Huggins Hospital	Tamworth Family Medicine	24 Months	\$6,188	\$7,128	\$1,688	\$0	\$15,000
Brenda Lovely, PsychNP	315188	Seacoast Mental Health Center	Seacoast Mental, Health Center	36 Months	\$15,000	\$16,250	\$10,500	\$2,250	\$44,000
Charlotte Johnson, LCMHC	315152	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Dawn M. DeCosta, PsychNP	315157	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Kristen Trimble, APRN	315153	Keady Family Practice	Keady Family Practice	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Shauna M. Clark, LCMHC	315163	Monadnock Family Services	Monadnock Family Services	36 Months	\$5,748	\$5,792	\$2,918	\$542	\$15,000
Suzanne C. Anderson, APRN	311368	Huggins Hospital	Moulton- borough Family Medicine	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Adam Chelmo, LCMHC	328251	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000

Brittany Anibal, DO	326252	Speare Memorial Hospital	Plymouth Pediatrics and Adolescent Medicine	36 Months	\$11,250	\$13,125	\$10,625	\$2,500	\$37,500
Corey Gately, MLADC	326242	LRGHealth care	LRGHealth care – The Doorway	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Danielle Plourde, LCMHC	326250	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Erin Nicole Angley-Cohen, LICSW	326234	New London Hospital	Newport Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jill Worden, APRN	326239	Lamprey Healthcare	Lamprey Healthcare	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Nichole Silver, LCMHC	326249	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
			<b>Total:</b>		<b>\$271,554</b>	<b>\$302,087</b>	<b>\$177,650</b>	<b>\$35,709</b>	<b>\$787,000</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**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.**

See attached fiscal details.

#### EXPLANATION

The purpose of this request is to seek the approval of twenty-six (26) agreements for a total of \$787,000 to be used to provide payments to State Loan Repayment Program medical, mental health, substance use disorder, and oral health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

Twenty-three (23) Contractors will be working full-time and three (3) part-time and have committed to a minimum service obligation of 36 (or 24 for part-time) months.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years (or one year for part-time) contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

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

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

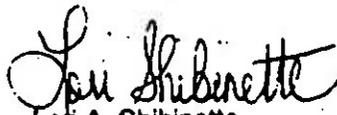
Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

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

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

Source of Funds: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

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

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL  
HEALTH & PRIMARY CARE.

100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

**Christopher Burns**

Vendor # 311370-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Janette B. Trudo**

Vendor # 309903-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		17,500.00

**Jennifer Stout**

Vendor # 258230-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Willard Metcalfe**

Vendor # 311376-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	12,498.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	12,917.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	7,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,667.00
		Sub Total		35,000.00

**Casey McFarland**

Vendor # 272079-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		20,000.00

**Kelley L. Watkins**

Vendor # 270799-8001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	4,686.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	6,251.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,563.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	

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

	Sub Total	12,500.00
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**Melissa DiNoto**

Vendor # 270803-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	3,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				10,000.00

**Sarah Fenton**

Vendor # 272076-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				20,000.00

**Susan Gordon**

Vendor # 272077-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				18,000.00

**Amy Jaskolka**

Vendor # 315160-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
Sub Total				45,000.00

**Audrey J. Wehmeyer**

Vendor # 315188-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,188.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	7,126.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,688.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				15,000.00

**Brenda Lovely**

Vendor # 315186-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,250.00
Sub Total				44,000.00

**Charlotte Johnson**

Vendor # 315152-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00

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

SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Danielle M. Panciocco**

**Vendor # 315183-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Dawn M. DeCosta**

**Vendor # 315157-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Kristen Trimble**

**Vendor # 315153-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Shauna M. Clark**

**Vendor # 315163-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	5,748.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,792.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	542.00
		Sub Total		15,000.00

**Suzanne C. Anderson**

**Vendor # 311368-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Adam Chelmo**

**Vendor # 326251-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Brittany Anibal**

**Vendor # 326252-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	11,250.00

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

SFY 2022	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		37,500.00

**Corey Gately**

Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Danielle Plourde**

Vendor # 326250-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Erin Nicole Angley-Cohen**

Vendor # 326234-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		17,500.00

**Jill Worden**

Vendor # 326239-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Nichole Silver**

Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Sandra Cole**

Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

		<b>TOTAL</b>		<b>787,000.00</b>
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	Total
\$ 271,554	\$ 302,087	\$ 177,650	\$ 35,709	\$ 787,000

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-05)

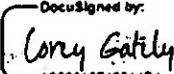
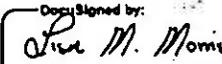
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Corey Gately		1.4 Contractor Address 72 October Lane, Gilford, NH 03249	
1.5 Contractor Phone Number 603-455-5725	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Corey Gately MLADC	
1.13 State Agency Signature DocuSigned by:  Date: 9/11/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Pubic Health Svcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 9/18/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 9/10/2020

**2. 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 B which is incorporated herein by reference ("Services").

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

Contractor Initials   
Date 9/10/2020

### 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10:2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials   
Date 9/10/2020

New Hampshire Department of Health and Human Services



Exhibit A  
Full Time Services

**REVISIONS TO GENERAL PROVISIONS**

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:

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

CG

New Hampshire Department of Health and Human Services



Exhibit B

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**Scope of Services**

**State Loan Repayment Program**

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

Exhibit B

Page 1 of 1

Contractor Initials CG  
Date 9/10/2020

New Hampshire Department of Health and Human Services  
Exhibit C



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials UG  
Date 9/10/2020



New Hampshire Department of Health and Human Services

Exhibit D

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

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

DS  
LG

New Hampshire Department of Health and Human Services



Exhibit D

**2. Gratuities or Kickbacks**

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

**3. Credits**

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

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

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

Contractor Initials LG  
Date 9/10/2020



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

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

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

Exhibit E

Contractor Initials

03  
UG

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

9/10/2020

Date

DocuSigned by:

Corey Gately

Name: Corey Gately

Title: MLADC

Exhibit E

DS  
CG

Contractor Initials

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

## New Hampshire Department of Health and Human Services

## Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

LG



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/10/2020

Date

DocuSigned by:  
*Corey Gately*  
Name: Corey Gately  
Title: MLADC

DS  
CG  
Contractor Initials  
9/10/2020  
Date

**Corey E. Gately**  
72 October Lane  
Gifford, New Hampshire 03249

**Education**

Springfield College School for Human Services, Manchester, NH  
Master's of Science in Human Services, concentration in Community Psychology  
Graduated May 1995  
GPA: 3.9

Keene State College, Keene, NH  
Bachelor of Arts in Psychology and Sociology  
Associate's in Chemical Dependency  
Psychology Honor Society  
Graduated May 1993

**Experience**

January 2017 – present  
Plymouth State University  
Teaching Lecturer

May 2015 – present  
Lakes Region General Healthcare Recovery Clinic – Laconia, NH  
Director of Substance Use Services  
Clinical Program Coordinator  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

September 2012 – May 2015  
Horizons Counseling Center, Gifford, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

June 2001 - August 2012  
Lakes Region General Healthcare, Laconia, NH  
Intensive Outpatient Substance Abuse Counselor  
Master's Licensed Alcohol and Drug Counselor  
DOT Substance Abuse Professional

**Current Activities**

Franklin Mayor's Task Force  
Gifford Together Committee Member  
St. Baldrick's Committee Member  
Gifford School District Parent Volunteer

NAADAC Member and NHADACA Member  
2011 New Hampshire 40 under 40 Award  
2012 NHADACA Counselor of the Year  
2016 Leadership Lakes Region Participant



[nh.gov](http://nh.gov)  
Licensing  
Home

Person Information			
Name: COREY E GATELY			
License Information			
License No:	0633	Profession:	Alcohol and Other Drug Use
License Status:	Active	Issue Date:	3/10/2008
License Type:	Master Licensed Alcohol & Drug Counselor		
Expiration Date:	6/30/2021		
No Related Documents			

[NH Gov](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Contact Us](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2019

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

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

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	<b>CONTACT NAME:</b> PHONE: IAC No. Ext:      FAX IAC No.: E-MAIL: ADDRESS:														
CM10777064-LRG-gener-20-21  <b>INSURED</b> LRGHealthcare 80 Highland Street Leacock, NH 03246	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Granite Shield Insurance Exchange</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Granite Shield Insurance Exchange		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Granite Shield Insurance Exchange															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER: NYC-009081853-20      REVISION NUMBER: 3**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSUR	COVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GSIE-PRIM-2020-103	01/01/2020	01/01/2021	EACH OCCURRENCE	\$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HERED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea. accident)	\$ 12,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE	\$
	<input type="checkbox"/> RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Elizabeth Stapleton
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/17/2020

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

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

<b>PRODUCER</b> CROSS INSURANCE - LACONIA 155 Court Street  Laconia NH 03246		<b>CONTACT NAME:</b> Tracy Andraski, CISR <b>PHONE (A/C, No, Ext):</b> (603) 524-2425 <b>FAX (A/C, No):</b> (603) 524-3888 <b>E-MAIL ADDRESS:</b> tandraski@crossagency.com	
<b>INSURED</b> LRGHealthcare 80 Highland Street  Laconia NH 03246		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> MEMIC Indemnity Company <b>NAIC #</b> 11030 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2091733955 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102806692	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street  Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE

Lori A. Sibillette  
Commissioner

Lisa M. Morris  
Director

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT  
State Loan Repayment Program

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

Full Time Services

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Corey Gately, MLADC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by LRGHealthcare, 80 Highland Street, Laconia, NH 03246 (hereafter referred to as the Employer), and is working full-time at LRGH – The Doorway, 80 Highland Street, Laconia, NH 03246 as well as LRGHealthcare Recovery Clinic, 15 Aiken Avenue, Franklin, NH 03235 (hereafter referred as the Practice Site).
2. The Laconia Practice Site is in a Medically Underserved Area (ID#07655) located in Belknap County, New Hampshire while the Franklin Practice Site is in Merrimack County.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

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**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

d. Insurance:

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

e. Workers' Compensation:

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

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

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5000 of providing services obligated under this contract.
  - b. Second payment of \$5000 of providing services obligated under this contract.
  - c. Third payment of \$5000 of providing services obligated under this contract
  - d. Fourth payment of \$5000 of providing services obligated under this contract.
  - e. Fifth payment of \$3750 of providing services obligated under this contract.
  - f. Sixth payment of \$3750 of providing services obligated under this contract.
  - g. Seventh payment of \$3750 of providing services obligated under this contract.
  - h. Eighth payment of \$3750 of providing services obligated under this contract.
  - i. Ninth payment of \$2500 of providing services obligated under the contract.
  - j. Tenth payment of \$2500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2500 of providing services obligated under the contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

DocuSigned by:  
*Cass Walker* 9/11/2020  
 \_\_\_\_\_  
 Cass Walker, CHRO/VP Administrative and Support Services Date  
 LRGHealthcare

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL

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

DocuSigned by:  
*Corey Gately* 9/10/2020  
 \_\_\_\_\_  
 Corey Gately, MLADC Date  
 LRGH – The Doorway

DocuSigned by:  
*Alisa Druzba* 9/11/2020  
 \_\_\_\_\_  
 Alisa Druzba, Section Administrator Date  
 DHHS, Division of Public Health Services  
 Rural Health & Primary Care Section



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

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

This 1<sup>st</sup> Amendment to the State Loan Repayment Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Nichole Beer (Silver), LCMHC, (hereinafter referred to as "the Contractor"), an individual employed at Riverbend Community Mental Health Center, 105 Loudon Road, Building 3, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 07, 2020, (Item #12a), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:  
Nichole Beer
2. Form P-37 General Provisions, Block 1.6, Account Number, to read:  
05-095-094-940010-24650000-103-502664.
3. Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2025.
4. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$65,000.
5. Add Memorandum of Agreement (Attachment #1) Amendment #1, which is attached hereto and incorporated by reference herein.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 30, 2023, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/6/2023

Date

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

Nichole Beer

8/31/2023

Date

DocuSigned by:  
*Nichole Beer*  
Name: Nichole Beer  
Title: LCMHC



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

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

OFFICE OF THE ATTORNEY GENERAL

9/12/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734242111560  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PREVENTION AND WELLNESS

Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-8705 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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

Amendment to previous agreement between Nichole Beer, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1****STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to amend the Memorandum of Agreement to make state loan repayment contributions for Nichole Beer, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03302-2032 (hereafter referred to as the Employer), and is working full-time at Riverbend – Child and Family Services, 105 Loudon Road, Building 3, Concord, NH 03301 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Merrimack County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$20,000 over the service term. The agreement is to be effective October 1, 2023, or date of Governor and Executive Council approval, whichever is later through September 30, 2025. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The original contract Exhibit A, section 3, Extension, contained the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

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

e. Workers' Compensation

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

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

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

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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



**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT-AMENDMENT-#1**

7. The Contractor will be paid by the State in eight payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2500 of providing services obligated under this contract.
  - b. Second payment of \$2500 of providing services obligated under this contract.
  - c. Third payment of \$2500 of providing services obligated under this contract
  - d. Fourth payment of \$2500 of providing services obligated under this contract.
  - e. Fifth payment of \$2500 of providing services obligated under this contract.
  - f. Sixth payment of \$2500 of providing services obligated under this contract.
  - g. Seventh payment of \$2500 of providing services obligated under this contract.
  - h. Eighth payment of \$2500 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

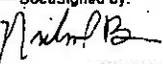
All information provided to the NH Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

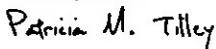
IN WITNESS WHEREOF, the respective parties have hereunto set their hands on the dates indicated.

DocuSigned by:  
  
A3068E1A89DE4CC  
 Lisa Madden, CEO  
 Riverbend Community Mental Health Center

8/31/2023  
 Date

DocuSigned by:  
  
827148801546487  
 Nichole Beer, LCMHC  
 Riverbend – Child and Family Services

8/31/2023  
 Date

DocuSigned by:  
  
040F538762891455  
 Patricia M. Tilley, Director  
 DHHS, Division of Public Health Services

9/6/2023  
 Date

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/15/2022

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> Linda Jaeger, CIC <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> linda.jaeger@usi.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> Philadelphia Indemnity Insurance Co.
	<b>INSURER B :</b> Granite State Healthcare & Human Svc WC
	<b>INSURER C :</b>
	<b>INSURER D :</b>

<b>INSURED</b> Riverbend Community Mental Health Inc. P.O. Box 2032 Concord, NH 03301	<b>NAIC #</b> 18058 NONAIC
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2471016	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PO/AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2471013	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB834651	10/01/2022	10/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HCHS20230000566 3A SAtates: NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2471016	10/01/2022	10/01/2023	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

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



**EDUCATION**

**Southern New Hampshire University**

Manchester, NH

Master of Science in Community Mental Health Counseling

September 2017

GPA: 3.93

**Rivier University**

Nashua, NH

Bachelor of Arts in Psychology and Criminal Justice

May 2014

GPA: 3.58 | Psi Chi Honor Society

**PROFESSIONAL EXPERIENCE**

**Riverbend Community Mental Health Center, Inc.**

Concord, NH

*Child and Family Therapist*

Dec 2018 - current

- Provide child, parent and family psychotherapy.
- Provide case management as needed.
- Work in-office and school-based settings.
- Maintain documentation such as progress notes, treatment plans, clinical intake assessments, and quarterly reviews.
- Proficient in Dialectal Behavioral Therapy for Adolescents.
- Developed and run a Grief Group for adolescents.
- Developed and teach Organizational Strategies for Clinical Staff training.

*Emergency Services Clinician, per diem*

July 2018 - February 2023

- Work co-located through Concord Hospital and Mobile Crisis conducting lethality assessments with mental status examinations, diagnostic, and clinical formulations reflective of relevant developmental, cultural and family systems issues and emergency assessment practice standards.
- Determine overall lethality risk and develop appropriate dispositions, which include specific referrals, follow-up care, and a plan for safety appropriate to the level of risk.

*ACT Clinical Case Manager/ Traditional Case Manager*

Aug 2014 - Dec 2018

- Worked one-on-one with clients, improving their emotional and physical well-being through case management and functional support.
- Maintained documentation such as progress notes, Treatment Plans, CDBs, and quarterly reviews.
- Provided social and living skill-development training required to increase individual independence, relating to their individualized goals.
- Worked in a team dynamic to provide exceptional care to each client, by discussing updated treatment options and resources.
- Developed an ACT Hospitalization Board/Spreadsheet to inform members of the treatment of inpatient status.
- Trained in Illness Management and Recovery (IMR).
- Attended ACT Co-occurring Trainings.
- Sat on Training Committee Board.

*Emergency Services Clinician- Intern*

Sept 2016 - May 2017

- Triaged crisis calls, supporting in short-term crisis stabilization, further connecting individuals with additional supports as needed.
- Provided crisis stabilization appointments and mobile crisis outreach appointments.
- Became efficient in completing Involuntary Emergency Admissions, further understanding the conditional discharge revocation process in the community and in the emergency room.

**Dirèction Behavioral Health Association**

Nashua, NH

*Intern*

Sept 2015 - May 2016

- Co-facilitated Intensive Out Patient (IOP) and Partial Hospitalization Program (PHP) groups.
- Worked closely with clinical supervisor in understanding Wholistic Education as it relates to the core practice of the agency.

**Easter Seals**

Manchester, NH

*Residential Instructor/ Hall Interim Supervisor*

Jan 2014 - Sept 2015

- Member of a treatment team responsible for implementation of Individual Service Plan (ISP), behavior, protective oversight or Focus of Treatment (FOT), as requested.
- Maintained documentation for administering medication, daily logs and other required data, such as, data collectors and Data Assessment Plan (DAP) notes, which provides an organizational method to assess goals, treatment and progress.
- Developed, coordinated and participated in resident and community activities ensuring active client participation.
- Provided direct client supervision following policies and procedures to guarantee client safety.
- Provided care and supervision to residents one-on-one and in small group settings.

*References available upon request.*

# State of New Hampshire



Board of Mental Health Practice

*Authorized as*  
Clinical Mental Health Counselor

*Issued To*

NICHOLE M BEER, MS

**License Number: 2231**  
Active

**Issue Date:** 02/24/2020

**Expiration Date: 02/24/2024**



State of New Hampshire  
Board of Mental Health Practice

Authorized as  
Clinical Mental Health Counselor

Issued to: NICHOLE M BEER, MS

Active

License #: 2231  
Issue Date: 02/24/2020  
Expiration Date: 02/24/2024

OPLC Pocket Card; Cut on dotted lines



Lori A. Shbinette  
Commissioner

Lisa M. Morris  
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
FAX: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

12A mac

September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed \$787,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2022 for 24 month term contract and September 30, 2023 for 36 month term contracts. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 21	SFY 22	SFY 23	SFY 24	Total
Christopher Burns, PsychNP	311370	Lakes Region Mental Health Center	Lakes Region Mental Health Center	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Janette B. Trudo, LICSW	309903	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jennifer Stout, LICSW, MLADC	258230	Wentworth-Douglass Hospital	The Doorway @ Wentworth-Douglass	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Willard Metcalfe, LICSW	311376	West Central Behavioral Health	West Central Behavioral Health - Claremont	36 Months	\$12,498	\$12,917	\$7,918	\$1,667	\$35,000
Casey McFarland, LICSW	272079	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Kelley L. Watkins, APRN	270799	Mid-State Health Center	Mid-State Health Center - Bristol	24 Months	\$4,686	\$6,251	\$1,563	\$0	\$12,500

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

Melissa DiNoto, LADC	270803	Families in Transition	Families in Transition – New Horizons	24 Months	\$3,750	\$5,000	\$1,250	\$0	\$10,000
Sarah Fenton, LICSW	272076	Northern Human Services	Northern Human Services – Wolfeboro	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Susan Gordon, LICSW, MLADC	272077	Greater Seacoast Community Health	Greater Seacoast Community Health	24 Months	\$6,750	\$9,000	\$2,250	\$0	\$18,000
Amy Jaskolka, LCMHC	315160	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Audrey J. Wehmeyer, PA	315188	Huggins Hospital	Tamworth Family Medicine	24 Months	\$6,188	\$7,128	\$1,688	\$0	\$15,000
Brenda Lovely, PsychNP	315186	Seacoast Mental Health Center	Seacoast Mental, Health Center	36 Months	\$15,000	\$16,250	\$10,500	\$2,250	\$44,000
Charlotte Johnson, LCMHC	315152	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Dawn M. DeCosta, PsychNP	315157	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Kristen Trimble, APRN	315153	Keady Family Practice	Keady Family Practice	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Shauna M. Clark, LCMHC	315163	Monadnock Family Services	Monadnock Family Services	36 Months	\$5,748	\$5,792	\$2,918	\$542	\$15,000
Suzanne C. Anderson, APRN	311368	Huggins Hospital	Moulton- borough Family Medicine	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Adam Chelmo, LCMHC	326251	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000

Brittany Anibal, DO	326252	Spears Memorial Hospital	Plymouth Pediatrics and Adolescent Medicine	36 Months	\$11,250	\$13,125	\$10,625	\$2,500	\$37,500
Corey Gately, MLADC	326242	LRGHealth care	LRGHealth care – The Doorway	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Danielle Plourde, LCMHC	326250	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Erin Nicole Angley-Cohen, LICSW	326234	New London Hospital	Newport Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jill Worden, APRN	326239	Lamprey Healthcare	Lamprey Healthcare	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Nichole Silver, LCMHC	326249	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
			<b>Total:</b>		<b>\$271,554</b>	<b>\$302,087</b>	<b>\$177,650</b>	<b>\$35,709</b>	<b>\$787,000</b>

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-96-90-901010-7965, 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.**

See attached fiscal details.

#### **EXPLANATION**

The purpose of this request is to seek the approval of twenty-six (26) agreements for a total of \$787,000 to be used to provide payments to State Loan Repayment Program medical, mental health, substance use disorder, and oral health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

Twenty-three (23) Contractors will be working full-time and three (3) part-time and have committed to a minimum service obligation of 36 (or 24 for part-time) months.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years (or one year for part-time) contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

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

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

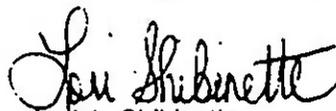
Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

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

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

Source of Funds: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Respectfully submitted,



Lori A. Shibinette  
Commissioner

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

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL  
HEALTH & PRIMARY CARE.

100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

**Christopher Burns**

Vendor # 311370-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Janette B. Trudo**

Vendor # 309903-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		17,500.00

**Jennifer Stout**

Vendor # 258230-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Willard Metcalfe**

Vendor # 311376-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	12,498.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	12,917.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	7,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,667.00
		Sub Total		35,000.00

**Casey McFarland**

Vendor # 272079-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		20,000.00

**Kelley L. Watkins**

Vendor # 270799-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	4,686.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	6,251.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,563.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	

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

	Sub Total	12,500.00
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**Melissa DiNoto**

Vendor # 270803-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	3,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				10,000.00

**Sarah Fenton**

Vendor # 272076-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				20,000.00

**Susan Gordon**

Vendor # 272077-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				18,000.00

**Amy Jaskolka**

Vendor # 315160-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
Sub Total				45,000.00

**Audrey J. Wehmeyer**

Vendor # 315188-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,188.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	7,126.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,688.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				15,000.00

**Brenda Lovely**

Vendor # 315186-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,250.00
Sub Total				44,000.00

**Charlotte Johnson**

Vendor # 315152-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00

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

SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Danielle M. Panclocco**

Vendor # 315183-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Dawn M. DeCosta**

Vendor # 315157-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Kristen Trimble**

Vendor # 315153-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Shauna M. Clark**

Vendor # 315163-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	5,748.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,792.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	542.00
		Sub Total		15,000.00

**Suzanne C. Anderson**

Vendor # 311368-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Adam Chelmo**

Vendor # 326251-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Brittany Anibal**

Vendor # 326252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	11,250.00

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

SFY 2022	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	37,500.00

**Corey Gately**

Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Danielle Plourde**

Vendor # 326250-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Erin Nicole Angley-Cohen**

Vendor # 326234-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
			Sub Total	17,500.00

**Jill Worden**

Vendor # 326239-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
			Sub Total	22,500.00

**Nichole Silver**

Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
			Sub Total	45,000.00

**Sandra Cole**

Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
			Sub Total	22,500.00

			<b>TOTAL</b>	<b>787,000.00</b>
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	Total
\$ 271,554	\$ 302,087	\$ 177,650	\$ 35,709	\$ 787,000

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-06)

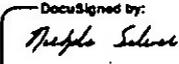
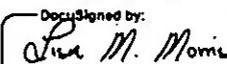
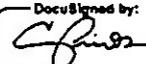
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Nichole Silver		1.4 Contractor Address 51 Mount St. Mary's Way, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-965-5695	1.6 Account Number 05-095-090-901010-79650000-073-500578	1.7 Completion Date 9/30/23	1.8 Price Limitation \$45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/10/2020		1.12 Name and Title of Contractor Signatory Nichole Silver  LCMHC	
1.13 State Agency Signature DocuSigned by:  Date: 9/10/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris  Director, Division of Public Health Svcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 9/18/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials NS  
 Date 9/10/2020

**2. 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 B which is incorporated herein by reference ("Services").

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

Contractor Initials DS  
Date 9/10/2020

**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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3: 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services



Exhibit A  
Full Time Services

**REVISIONS TO GENERAL PROVISIONS**

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

3. Extension:

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

New Hampshire Department of Health and Human Services



Exhibit B

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**Scope of Services**

**State Loan Repayment Program**

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

New Hampshire Department of Health and Human Services

Exhibit C



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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

OS  
75  
Contractor Initials  
Date 9/10/2020



New Hampshire Department of Health and Human Services

Exhibit D

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

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

New Hampshire Department of Health and Human Services



Exhibit D

**2. Gratuities or Kickbacks**

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

**3. Credits**

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

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

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

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

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

Exhibit E

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Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

9/10/2020

Date

DocuSigned by: *Nichole Silver*  
Name: Nichole Silver  
Title: LCMHC

Exhibit E

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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



New Hampshire Department of Health and Human Services

Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/10/2020

Date

DocuSigned by:
Nichole Silver
Name: Nichole Silver
Title: LCMHC

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**Nichole M. Silver**  
51 Mount Saint Mary's Way Hooksett NH 03106

## EDUCATION

**Southern New Hampshire University**

Master of Science in Community Mental Health Counseling

GPA: 3.93

Manchester, NH

September 2017

**Rivier University**

Bachelor of Arts in Psychology and Criminal Justice

GPA: 3.58 | Psi Chi Honor Society

Nashua, NH

May 2014

## PROFESSIONAL EXPERIENCE

**Riverbend Community Mental Health Center, Inc.**

*Child and Family Therapist*

- Provide child, parent and family psychotherapy.
- Provide case management as needed.
- Work in-office and school-based settings.
- Maintain documentation such as progress notes, treatment plans, clinical intake assessments, and quarterly reviews.
- Proficient in Dialectical Behavioral Therapy for Adolescents.
- Developed and run a Grief Group for adolescents.
- Developed and teach Organizational Strategies for Clinical Staff training.

Concord, NH

Dec 2018 - current

*Emergency Services Clinician, per diem*

- Work co-located through Concord Hospital and Mobile Crisis conducting lethality assessments with mental status examinations, diagnostic, and clinical formulations reflective of relevant developmental, cultural and family systems issues and emergency assessment practice standards.
- Determine overall lethality risk and develop appropriate dispositions, which include specific referrals, follow-up care, and a plan for safety appropriate to the level of risk.

July 2018 - current

*ACT Clinical Case Manager/ Traditional Case Manager*

- Worked one-on-one with clients, improving their emotional and physical well-being through case management and functional support.
- Maintained documentation such as progress notes, Treatment Plans, CDBs, and quarterly reviews.
- Provided social and living skill-development training required to increase individual independence, relating to their individualized goals.
- Worked in a team dynamic to provide exceptional care to each client, by discussing updated treatment options and resources.
- Developed an ACT Hospitalization Board/Spreadsheet to inform members of the treatment of inpatient status.
- Trained in Illness Management and Recovery (IMR).
- Attended ACT Co-occurring Trainings.
- Sat on Training Committee Board.

Aug 2014 - Dec 2018

***Emergency Services Clinician- Intern***

Sept 2016 - May 2017

- Triaged crisis calls, supporting in short-term crisis stabilization, further connecting individuals with additional supports as needed.
- Provided crisis stabilization appointments and mobile crisis outreach appointments.
- Became efficient in completing Involuntary Emergency Admissions, further understanding the conditional discharge revocation process in the community and in the emergency room.

***Direction Behavioral Health Association***

Nashua, NH

***Intern***

Sept 2015 - May 2016

- Co-facilitated Intensive Out Patient (IOP) and Partial Hospitalization Program (PHP) groups.
- Worked closely with clinical supervisor in understanding Wholistic Education as it relates to the core practice of the agency.

***Easter Seals***

Manchester, NH

***Residential Instructor/ Hall Interim Supervisor***

Jan 2014 - Sept 2015

- Member of a treatment team responsible for implementation of Individual Service Plan (ISP), behavior, protective oversight or Focus of Treatment (FOT), as requested.
- Maintained documentation for administering medication, daily logs and other required data, such as, data collectors and Data Assessment Plan (DAP) notes, which provides an organizational method to assess goals, treatment and progress.
- Developed, coordinated and participated in resident and community activities ensuring active client participation.
- Provided direct client supervision following policies and procedures to guarantee client safety.
- Provided care and supervision to residents one-on-one and in small group settings.

*References available upon request.*



State of New Hampshire  
BOARD OF MENTAL HEALTH PRACTICE

NICHOLE M SILVER MS  
RIVERBEND COMMUNITY MENTAL HEALTH  
105 LOUDON ROAD  
PO BOX 2032  
CONCORD NH 03301

NICHOLE M SILVER MS  
LICENSED  
CLINICAL MENTAL HEALTH COUNSELOR  
LICENSE # 2231 EXPIRES February 24 2022

DocSign Envelope ID: A9838BDC-8DC1-4FCF-A111-E380550A7ACD





**Granite State Healthcare**  
and Human Service Trust

PO Box 4197  
Concord, NH 03302-4197

Issue Date 02/06/2020

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

## Certificate Of Insurance

**CERTIFICATE HOLDER**

Dept. of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

**Companies Affording Coverage**

COMPANY LETTER A	The Granite State Healthcare And Human Services Self-Insured Group Trust
COMPANY LETTER B	Midwest Employers Casualty Corp.

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

**COVERAGES**

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Type of Insurance/Carrier	Policy Number	Policy Effective	Policy Expiration	LIMITS	
<u>Workers' Compensation &amp; Employer's Liability</u> The Granite State Healthcare And Human Services Self-Insured Group Trust	HCHS20200000230	2/1/2020 12:00 AM	2/1/2021 12:00 AM	W/C Statutory Limits E.L. Each Accident E.L. Disease - Pol Limit E.L. Disease - Each Emp	\$1,000,000 \$1,000,000 \$1,000,000
<u>Excess Insurance</u> Midwest Employers Casualty Corp	ewc009477	2/1/2020 12:00 AM	2/1/2021 12:00 AM	Workers' Compensation Employer's Liability	Statutory \$1,000,000

**Description of Operations:**

Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

**MEMBER**

Riverbend Community Mental Health, Inc.  
3 North State Street  
Concord, NH 03301

**CANCELLATION**

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

02/06/2020

Authorized Representative

Date



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

Lori A. Shbinette  
Commissioner

Lisa M. Morris  
Director

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT  
State Loan Repayment Program

Between Nichole Silver, LCMHC, Contractor, Riverbend Community Mental Health Center, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

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**ATTACHMENT 1 - MEMORANDUM OF AGREEMENT**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Nichole Silver, LCMHC, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03301 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 105 Loudon Road, Bldg. 3, Concord, NH 03301 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center in Merrimack County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$45,000 over the service term. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for

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**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

**d. Insurance:**

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

**e. Workers' Compensation**

1. By signing this agreement, the Employer agrees, certifies and warrants that the Employer is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
  2. To the extent the Employer is subject to the requirements of N.H. RSA chapter 281-A, Employer shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Employer shall furnish the Section Administrator identified in the signature block below, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Employer, or any subcontractor or employee of Employer, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement
- f. The Contractor must maintain the appropriate professional license/certification and conform to all State laws and administrative rules pertaining to profession being practiced. If there are any restrictions that would prevent the Contractor from doing their duties at the Practice Site, the Contractor will be in violation of the contract and Memorandum of Agreement.
- g. The Contractor and Employer will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
- h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

## ATTACHMENT 1 – MEMORANDUM OF AGREEMENT

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$5000 of providing services obligated under this contract.
  - b. Second payment of \$5000 of providing services obligated under this contract.
  - c. Third payment of \$5000 of providing services obligated under this contract.
  - d. Fourth payment of \$5000 of providing services obligated under this contract.
  - e. Fifth payment of \$3750 of providing services obligated under this contract.
  - f. Sixth payment of \$3750 of providing services obligated under this contract.
  - g. Seventh payment of \$3750 of providing services obligated under this contract.
  - h. Eighth payment of \$3750 of providing services obligated under this contract.
  - i. Ninth payment of \$2500 of providing services obligated under the contract.
  - j. Tenth payment of \$2500 of providing services obligated under the contract.
  - k. Eleventh payment of \$2500 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$2500 of providing services obligated under the contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

DocuSigned by:  
*Lisa E. Madden* 9/10/2020  
 \_\_\_\_\_  
 Lisa Madden, CEO Date  
 Riverbend Community Mental Health Center

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEAL

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

DocuSigned by:  
*Nichole Silver* 9/10/2020  
 \_\_\_\_\_  
 Nichole Silver, LCMHC Date  
 Riverbend Community Mental Health Center

DocuSigned by:  
*Alisa Druzba* 9/10/2020  
 \_\_\_\_\_  
 Alisa Druzba, Section Administrator Date  
 DHHS, Division of Public Health Services  
 Rural Health & Primary Care Section



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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 07, 2020, (Item #12a), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.6, Account Number, to read:  
05-095-094-940010-24650000-103-502664.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2025.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$32,500.
4. Add Memorandum of Agreement (Attachment #1) Amendment #1, which is attached hereto and incorporated by reference herein:



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective September 30, 2023, upon Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

9/6/2023

Date

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

Sandra Cole

9/5/2023

Date

DocuSigned by:  
*Sandra Cole*  
Name: Sandra Cole  
Title: Psych NP



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

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

OFFICE OF THE ATTORNEY GENERAL

9/12/2023

Date

DocuSigned by:  
*Robyn Guarino*  
748734841011460  
Name: Robyn Guarino  
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PREVENTION AND WELLNESS

Lori A. Weaver  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-8705 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

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

Amendment to previous agreement between Sandra Cole, PsychNP, Contractor, Mental Health Center of Greater Manchester, Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to amend the Memorandum of Agreement to make state loan repayment contributions for Sandra Cole, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at MHCGM – Mobile Crisis Response, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$10,000 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$10,000. The agreement is to be effective October 1, 2023, or date of Governor and Executive Council approval, whichever is later through September 30, 2025. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. The original contract Exhibit A, section 3, Extension, contained the option to extend the agreement for two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council. The Department is exercising this option.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall;
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program.

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

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

e. Workers' Compensation

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

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

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

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

7. The Contractor will be paid by the State in eight payments during the term of the contract amendment. The first payment of the contract amendment will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$1250 of providing services obligated under this contract.
  - b. Second payment of \$1250 of providing services obligated under this contract.
  - c. Third payment of \$1250 of providing services obligated under this contract.
  - d. Fourth payment of \$1250 of providing services obligated under this contract.
  - e. Fifth payment of \$1250 of providing services obligated under this contract.
  - f. Sixth payment of \$1250 of providing services obligated under this contract.
  - g. Seventh payment of \$1250 of providing services obligated under this contract.
  - h. Eighth payment of \$1250 of providing services obligated under this contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT AMENDMENT #1**

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

DocuSigned by:  
*Lisa Descheneau* 9/5/2023  
ACC330E7B3D4E3  
 \_\_\_\_\_  
 Lisa Descheneau, VP of HR and Administration Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Sandra Cole* 9/5/2023  
00C1D5DFCAB2E11A  
 \_\_\_\_\_  
 Sandra Cole, PsychNP Date  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Patricia M. Tilley* 9/6/2023  
00F838F3EFD81A  
 \_\_\_\_\_  
 Patricia M. Tilley, Director Date  
 DHHS, Division of Public Health Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2023

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

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

<b>PRODUCER</b> CGI Insurance, Inc. 5 Dartmouth Drive  Auburn NH 03032	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (877) 562-8954 <b>FAX (A/C, No):</b> (866) 574-2443 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>A.I.M. Mutual</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance		INSURER B:	Philadelphia Indemnity		INSURER C:	A.I.M. Mutual		INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b>  The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street  Manchester NH 03103-3628																					

**COVERAGES**      **CERTIFICATE NUMBER:** 23-24 w/WC Renewal      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab \$2M Agg		PHPK2535063	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000				
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2533906	04/01/2023	04/01/2024	COMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB857095	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 10,000,000
		AGGREGATE \$ 10,000,000				
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC6004000298-2023A	09/12/2023	09/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000				

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

Workers Comp 3A State: NH, MA, VT, ME & VT. Supplemental Names: Manchester Mental Health Foundations, Inc., Amoskeag Residences Inc., Bedford Counseling Associates, Family 411, Mindful Wellness, North End Counseling, InShape. The Certificate is issued for insured operations usual to Mental Health Services.

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

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## PROFILE

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- Graduate of Walden University, earning a Master of Science in Psychiatric & Mental Health Nursing.
  - Positive performance reviews, consistently commended for delivering exceptional, compassionate, patient-centered care.
  - Dedicated member of multidisciplinary healthcare team known for outstanding communication and interpersonal skills, specializing in rapid stabilization and crisis intervention for psychiatric clients.
- 

## PROFESSIONAL EXPERIENCE

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MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH  
APRN, Emergency & Interim Care Service, January 2020 to present

Utilizing evidence-based practice, provide client-centered care and treatments for a wide range of psychiatric and substance use disorders.

*Outcomes:*

- Provide mental health care in outpatient, emergency services for the adult population.
  - Effectively manage client symptoms by initiating, adjusting, and continuously monitoring medication administration.
  - Collaborate with psychiatrists, case managers, therapists, and nurses to develop treatment plans.
  - Improve client's self-awareness and knowledge regarding mental health illnesses and medications by educating on the proper use, drug interactions, and adverse drug reactions of medications and the course and prognosis of mental illness.
- 

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH  
RN, Cypress Center, July 2018 to January 2020

Provided excellent nursing care evaluating psychiatric and mental health conditions within a 16-bed psychiatric unit.

*Outcomes:*

- Exercised considerable judgment in assessing, monitoring, and implementing psychiatric and nursing interventions to ensure quality nursing service:
  - Performed the role of charge nurse, effectively managing and delegating subordinates' duties as well as management of an active milieu.
  - Successful in adapting to changing situations, independently taking initiative and demonstrating sound and ethical decision-making that helped provide positive client outcomes.
  - Administered medications as ordered by providers, monitoring clients for effectiveness and side effects.
  - Consistent client advocate, displaying compassionate communication and trauma-informed care.
- 

NEW HAMPSHIRE HOSPITAL, Concord, NH

**RN, H Unit, March 2017 to July 2018**

Provided quality nursing care evaluating psychiatric and mental health conditions within a 24-bed psychiatric unit.

**CATHOLIC MEDICAL CENTER, Manchester, NH**

**RN, Murphy Unit-E200, August 2013 to February 2017**

Provided quality nursing care within a 29 bed medical/surgical floor, specializing in urology and oncology.

**Outcomes:**

- Displayed expert clinical skills in managing the care of up to five patients per shift.
- Served as a preceptor to nursing students and newly hired RN's, providing guidance and mentorship.
- Served as a member of the Unit Practice Council to advance standards of care excellence, improve patient outcomes and drive continuous improvement.

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### EDUCATION & CREDENTIALS

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**UNIVERSITY OF NEW HAMPSHIRE, Durham, NH**

**Bachelor of Science in BioScience & Technology/Minor in Psychology, May 1987**

**MANCHESTER COMMUNITY COLLEGE, Manchester, NH**

**Associate of Science in Nursing, May 2013**

**WALDEN UNIVERSITY, Minneapolis, MN**

**Master of Science in Psychiatric & Mental Health Nursing, August 2019**

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### ADDITIONAL CERTIFICATIONS & AFFILIATIONS

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- Active member of the American Psychiatric Nurses Association
- Crisis Management Prevention Certified
- BLS Certified

References available upon request

# State of New Hampshire



Board of Nursing

Authorized as  
APRN

Issued To

SANDRA COLE

License Number: 067964-23  
Active  
NP-Psychiatric Mental Health

Issue Date: 12/12/2019

Expiration Date: 12/20/2024



Lori A. Shibiouette  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION OF PUBLIC HEALTH SERVICES*

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 ExL 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
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September 16, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed \$787,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2022 for 24 month term contract and September 30, 2023 for 36 month term contracts. 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 21	SFY 22	SFY 23	SFY 24	Total
Christopher Burns, PsychNP	311370	Lakes Region Mental Health Center	Lakes Region Mental Health Center	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Janette B. Trudo, LICSW	309903	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jennifer Stout, LICSW, MLADC	258230	Wentworth-Douglass Hospital	The Doorway @ Wentworth-Douglass	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Willard Metcalfe, LICSW	311376	West Central Behavioral Health	West Central Behavioral Health - Claremont	36 Months	\$12,498	\$12,917	\$7,918	\$1,667	\$35,000
Casey McFarland, LICSW	272079	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Kelley L. Watkins, APRN	270799	Mid-State Health Center	Mid-State Health Center - Bristol	24 Months	\$4,686	\$6,251	\$1,563	\$0	\$12,500

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Melissa DiNoto, LADC	270803	Families in Transition	Families in Transition – New Horizons	24 Months	\$3,750	\$5,000	\$1,250	\$0	\$10,000
Sarah Fenton, LICSW	272076	Northern Human Services	Northern Human Services – Wolfeboro	24 Months	\$7,500	\$10,000	\$2,500	\$0	\$20,000
Susan Gordon, LICSW, MLADC	272077	Greater Seacoast Community Health	Greater Seacoast Community Health	24 Months	\$6,750	\$9,000	\$2,250	\$0	\$18,000
Amy Jaskolka, LCMHC	315160	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Audrey J. Wehmeyer, PA	315188	Huggins Hospital	Tamworth Family Medicine	24 Months	\$6,188	\$7,126	\$1,688	\$0	\$15,000
Brenda Lovely, PsychNP	315186	Seacoast Mental Health Center	Seacoast Mental, Health Center	36 Months	\$15,000	\$16,250	\$10,500	\$2,250	\$44,000
Charlotte Johnson, LCMHC	315152	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Danielle M. Panciocco, LICSW	315183	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Dawn M. DeCosta, PsychNP	315157	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Kristen Trimble, APRN	315153	Keady Family Practice	Keady Family Practice	36 Months	\$13,125	\$13,750	\$8,750	\$1,875	\$37,500
Shauna M. Clark, LCMHC	315163	Monadnock Family Services	Monadnock Family Services	36 Months	\$5,748	\$5,792	\$2,918	\$542	\$15,000
Suzanne C. Anderson, APRN	311368	Huggins Hospital	Moulton- borough Family Medicine	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Adam Chelmo, LCMHC	326251	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000

Brittany Anibal, DO	326252	Speare Memorial Hospital	Plymouth Pediatrics and Adolescent Medicine	36 Months	\$11,250	\$13,125	\$10,625	\$2,500	\$37,500
Corey Gately, MLADC	326242	LRGHealth care	LRGHealth care – The Doorway	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Danielle Plourde, LCMHC	326250	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Erin Nicole Angley-Cohen, LICSW	326234	New London Hospital	Newport Health Center	24 Months	\$7,218	\$8,313	\$1,969	\$0	\$17,500
Jill Worden, APRN	326239	Lamprey Healthcare	Lamprey Healthcare	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
Nichole Silver, LCMHC	326249	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Sandra Cole, PsychNP	326241	Mental Health Center of Greater Manchester	Mental Health Center of Greater Manchester	36 Months	\$7,500	\$8,125	\$5,625	\$1,250	\$22,500
			<b>Total:</b>		\$271,554	\$302,087	\$177,650	\$35,709	\$787,000

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**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.**

See attached fiscal details.

#### **EXPLANATION**

The purpose of this request is to seek the approval of twenty-six (26) agreements for a total of \$787,000 to be used to provide payments to State Loan Repayment Program medical, mental health, substance use disorder, and oral health providers. The funds will be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

Twenty-three (23) Contractors will be working full-time and three (3) part-time and have committed to a minimum service obligation of 36 (or 24 for part-time) months.

Eligible practice sites include community health centers, community mental health centers, substance abuse treatment centers, health care entities that provide primary health care services to underserved populations, federally qualified health centers, and other systems of care that provide a full range of primary and preventive health and medical services.

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years (or one year for part-time) contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

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

The State will make the first payment to the Contractors following completion of their first quarter of work, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractors to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractors, the Rural Health and Primary Care Section will contact the respective employers to ensure the contract and Memorandum of Agreement requirements are being met.

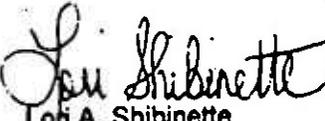
Each Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remain at the eligible practice site for the term of the contract. Contractors who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts.

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

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

Source of Funds: 100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

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

05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HMS:  
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL  
HEALTH & PRIMARY CARE.

100% Other Funds from the NH Medical Malpractice Joint Underwriters Association

**Christopher Burns**

Vendor # 311370-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Janette B. Trudo**

Vendor # 309903-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		17,500.00

**Jennifer Stout**

Vendor # 258230-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Willard Metcalfe**

Vendor # 311376-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	12,498.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	12,917.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	7,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,667.00
		Sub Total		35,000.00

**Casey McFarland**

Vendor # 272079-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	
		Sub Total		20,000.00

**Kelley L. Watkins**

Vendor # 270799-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	4,686.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	6,251.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,563.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	

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

		Sub Total	12,500.00
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**Melissa DiNoto**

**Vendor # 270803-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	3,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				10,000.00

**Sarah Fenton**

**Vendor # 272076-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	10,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				20,000.00

**Susan Gordon**

**Vendor # 272077-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,750.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	9,000.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				18,000.00

**Amy Jaskolka**

**Vendor # 315160-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
Sub Total				45,000.00

**Audrey J. Wehmeyer**

**Vendor # 315188-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	6,186.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	7,126.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,688.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
Sub Total				15,000.00

**Brenda Lovely**

**Vendor # 315186-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,500.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,250.00
Sub Total				44,000.00

**Charlotte Johnson**

**Vendor # 315152-B001**

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00

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

SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Danielle M. Panclocco**

Vendor # 315183-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Dawn M. DeCosta**

Vendor # 315157-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Kristen Trimble**

Vendor # 315153-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	13,750.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	8,750.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,875.00
		Sub Total		37,500.00

**Shauna M. Clark**

Vendor # 315163-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	5,748.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	5,792.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	2,918.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	542.00
		Sub Total		15,000.00

**Suzanne C. Anderson**

Vendor # 311368-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Adam Chelmo**

Vendor # 326251-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Brittany Anibal**

Vendor # 326252-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	11,250.00

**DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
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SFY 2022	073-500578	Grants - Non-Federal	90074001	13,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	10,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		37,500.00

**Corey Gately**

Vendor # 326242-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Danielle Plourde**

Vendor # 326250-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Erlin Nicole Angley-Cohan**

Vendor # 326234-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,218.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,313.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	1,969.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	-
		Sub Total		17,500.00

**Jill Worden**

Vendor # 326239-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

**Nichole Silver**

Vendor # 326249-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	15,000.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	16,250.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	11,250.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	2,500.00
		Sub Total		45,000.00

**Sandra Cole**

Vendor # 326241-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2021	073-500578	Grants - Non-Federal	90074001	7,500.00
SFY 2022	073-500578	Grants - Non-Federal	90074001	8,125.00
SFY 2023	073-500578	Grants - Non-Federal	90074001	5,625.00
SFY 2024	073-500578	Grants - Non-Federal	90074001	1,250.00
		Sub Total		22,500.00

		<b>TOTAL</b>		<b>787,000.00</b>
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LOAN REPAYMENT PROGRAM CONTRACTS  
FINANCIAL DETAIL

FY2021	FY2022	FY2023	FY2024	Total
\$ 271,554	\$ 302,087	\$ 177,650	\$ 35,709	\$ 787,000

Subject: State Loan Repayment Program (SLRP-2021-DPHS-01-REPAY-04)

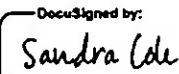
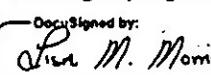
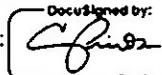
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Sandra Cole		<b>1.4 Contractor Address</b> 10 Coleman Place, Londonderry, NH 03053	
<b>1.5 Contractor Phone Number</b> 603-438-0300	<b>1.6 Account Number</b> 05-095-090-901010-79650000-073-500578	<b>1.7 Completion Date</b> 9/30/23	<b>1.8 Price Limitation</b> \$22,500
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 9/11/2020		<b>1.12 Name and Title of Contractor Signatory</b> Sandra Cole APRN	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 9/11/2020		<b>1.14 Name and Title of State Agency Signatory</b> Lisa M. Morris Director, Division of Public Health Svcs.	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 9/18/2020			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____ /			

Contractor Initials SC  
 Date 9/11/2020

**2. 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 B which is incorporated herein by reference ("Services").

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials SC  
Date 9/11/2020

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services



Exhibit A  
Full Time Services

**REVISIONS TO GENERAL PROVISIONS**

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

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

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New Hampshire Department of Health and Human Services



Exhibit B

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**Scope of Services**

**State Loan Repayment Program**

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



New Hampshire Department of Health and Human Services  
Exhibit C

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**Method and Conditions Precedent to Payment**

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

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

Payment for said services shall be made as follows:

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

Exhibit C

Page 1 of 1

Contractor Initials SC<sup>03</sup>  
Date 9/11/2020

New Hampshire Department of Health and Human Services



Exhibit D

**Special Provisions**

**State Loan Repayment Program**

**1. Special Provisions to the Contract**

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

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New Hampshire Department of Health and Human Services



Exhibit D

**2. Gratuities or Kickbacks**

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

**3. Credits**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit E



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

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

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

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

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

Exhibit E

Contractor Initials

SC

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

9/11/2020

Date

DocuSigned by:

Sandra Cole

Name: Sandra Cole

Title: APRN

Exhibit E

DS SC

Contractor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

9/11/2020  
Date

DocuSigned by:  
*Sandra Cole*  
Name: Sandra Cole  
Title: APRN

DS  
SC

Contractor Initials  
Date 9/11/2020

# SANDRA COLE, APRN

10 Coleman Place, Londonderry NH 03053 ❖

## PROFILE

- Recent Graduate of Walden University, earning a Master of Science in Psychiatric & Mental Health Nursing.
- Positive performance reviews, consistently commended for delivering exceptional, compassionate, patient-centered care.
- Dedicated member of multidisciplinary healthcare team known for outstanding communication and interpersonal skills, specializing in rapid stabilization and crisis intervention for psychiatric clients.

## PROFESSIONAL EXPERIENCE

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

APRN, Emergency & Interim Care Service, January 2020 to present

Utilizing evidence-based practice, provide client-centered care and treatments for a wide range of psychiatric and substance use disorders.

### Outcomes:

- Provide mental health care in outpatient, emergency services for the adult population.
- Effectively manage client symptoms by initiating, adjusting, and continuously monitoring medication administration.
- Collaborate with psychiatrists, case managers, therapists, and nurses to develop treatment plans.
- Improve client's self-awareness and knowledge regarding mental health illnesses and medications by educating on the proper use, drug interactions, and adverse drug reactions of medications and the course and prognosis of mental illness.

MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH

RN, Cypress Center, July 2018 to January 2020

Provided excellent nursing care evaluating psychiatric and mental health conditions within a 16-bed psychiatric unit.

### Outcomes:

- Exercised considerable judgment in assessing, monitoring, and implementing psychiatric and nursing interventions to ensure quality nursing service.
- Performed the role of charge nurse, effectively managing and delegating subordinates' duties as well as management of an active milieu.
- Successful in adapting to changing situations, independently taking initiative and demonstrating sound and ethical decision-making that helped provide positive client outcomes.
- Administered medications as ordered by providers, monitoring clients for effectiveness and side effects.
- Consistent client advocate, displaying compassionate communication and trauma-informed care.

NEW HAMPSHIRE HOSPITAL, Concord, NH  
RN, H Unit, March 2017 to July 2018

Provided quality nursing care evaluating psychiatric and mental health conditions within a 24-bed psychiatric unit.

CATHOLIC MEDICAL CENTER, Manchester, NH  
RN, Murphy Unit-E200, August 2013 to February 2017

Provided quality nursing care within a 29-bed medical/surgical floor, specializing in urology and oncology.

*Outcomes:*

- Displayed expert clinical skills in managing the care of up to five patients per shift.
- Served as a preceptor to nursing students and newly hired RN's, providing guidance and mentorship.
- Served as a member of the Unit Practice Council to advance standards of care excellence, improve patient outcomes and drive continuous improvement.

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### EDUCATION & CREDENTIALS

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UNIVERSITY OF NEW HAMPSHIRE, Durham, NH  
Bachelor of Science in BioScience & Technology/Minor in Psychology, May 1987

MANCHESTER COMMUNITY COLLEGE, Manchester, NH  
Associate of Science in Nursing, May 2013

WALDEN UNIVERSITY, Minneapolis, MN  
Master of Science in Psychiatric & Mental Health Nursing, August 2019

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### ADDITIONAL CERTIFICATIONS & AFFILIATIONS

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- Active member of the American Psychiatric Nurses Association
- Crisis Management Prevention Certified
- BLS Certified

References available upon request



nh.gov  
Licensing  
Home

Person Information

Name: SANDRA COLE

License Information

License No: 067964-23 Profession: Nursing License Type: APRN-NP-Psychiatric Mental Health  
License Status: Active Issue Date: 12/12/2019 Expiration Date: 12/20/2020

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.







Lois A. Shibley  
Commissioner

Lisa M. Morris  
Director

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

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT  
State Loan Repayment Program

Between Sandra Cole, PsychNP, Contractor, Mental Health Center of Greater Manchester (MHCGM), Employer, and New Hampshire Department of Health & Human Services, Division of Public Health Services, Rural Health and Primary Care Section, the State, who administers the New Hampshire State Loan Repayment Program. The Program eligibility requirements are established by federal law authorizing the State Loan Repayment Program (Section 388I of the Public Health Service Act, as amended by Public Law 101-597).

Full Time Services

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

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

**STATEMENT OF AGREEMENT**

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Sandra Cole, PsychNP, New Hampshire Licensed (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred to as the Employer), and is working full-time at Mental Health Center of Greater Manchester, 401 Cypress Street, Manchester, NH 03103 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center in a Medically Underserved Area (ID #02112) in Hillsborough County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this contract agreement, the Contractor will be signing for a minimum continuous service obligation of thirty-six months in exchange for twelve payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$22,500 over the service term. The Employer has agreed to provide loan repayment funds in an amount not to exceed \$22,500. The agreement is to be effective October 1, 2020, or date of Governor and Executive Council approval, whichever is later through September 30, 2023. Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract. This agreement contains the option to extend the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.
5. Before initiating state payments, the Rural Health & Primary Care Section will contact the Employer to ensure the Memorandum of Agreement stipulations are being met and verification that their non-federal loan repayment funds have been paid to the contractor prior to the State of New Hampshire releasing its funds, if employer's funds are to be paid.
6. The Contractor and Employer shall:
  - a. The Contractor and Employer participating in the Loan Repayment Program agree to provide direct patient care in an outpatient ambulatory care setting at the approved practice site during scheduled office hours under this agreement.
  - b. The Contractor entering into any State Loan Repayment Program contract agrees to complete a service obligation that runs the length of the contract and remains at the eligible practice site for the term of the contract.
  - c. The Employer shall maintain the practice schedule of the Contractor for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

Employer/Practice Site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement.

d. Insurance:

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

e. Workers' Compensation

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

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

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

h. The Contractor and Employer will charge for services at the usual and customary rates prevailing in the service areas, except that the Practice Site shall have a policy providing the patients unable to

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

pay the usual and customary rate shall be charged a reduced rate according to the practice site's sliding discount-to-fee-schedule based on poverty level or not charged; and

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

7. The Contractor will be paid by the State in twelve payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
  - a. First payment of \$2,500 of providing services obligated under this contract.
  - b. Second payment of \$2,500 of providing services obligated under this contract.
  - c. Third payment of \$2,500 of providing services obligated under this contract.
  - d. Fourth payment of \$2,500 of providing services obligated under this contract.
  - e. Fifth payment of \$1,875 of providing services obligated under this contract.
  - f. Sixth payment of \$1,875 of providing services obligated under this contract.
  - g. Seventh payment of \$1,875 of providing services obligated under this contract.
  - h. Eighth payment of \$1,875 of providing services obligated under this contract.
  - i. Ninth payment of \$1,250 of providing services obligated under the contract.
  - j. Tenth payment of \$1,250 of providing services obligated under the contract.
  - k. Eleventh payment of \$1,250 of providing services obligated under the contract.
  - l. Twelfth and final payment of \$1,250 of providing services obligated under the contract.
8. To the extent there exists an agreement between the Employer and the Contractor for a matching contribution by the Employer for the benefit of the Contractor that agreement is solely between the Employer and the Contractor. The Department is not a party to that agreement and is not responsible for the collection, payment, or enforcement of any matching contribution by the Employer for the benefit of the Contractor.
9. This Memorandum of Agreement shall be effective upon signature of all parties and will remain in force from the effective date, or date of Governor and Council approval, whichever is later, and quarterly thereafter for the duration of the contract. All parties may initiate review and/or a modification at any time should changing conditions warrant. Any modifications to this agreement shall be in writing and approved by all signatories. Termination of this agreement without providing written notice to all parties at least thirty (30) calendar days in advance will be considered in default of this agreement.

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

**ATTACHMENT 1 – MEMORANDUM OF AGREEMENT**

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

DocuSigned by:  
*Lisa Descheneau* 9/11/2020  
 \_\_\_\_\_ Date  
 Lisa Descheneau, VP of Administration  
 Mental Health Center of Greater Manchester

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

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

DocuSigned by:  
*Sandra Cole* 9/11/2020  
 \_\_\_\_\_ Date  
 Sandra Cole, PsychNP  
 Mental Health Center of Greater Manchester

DocuSigned by:  
*Alisa Druzba* 9/11/2020  
 \_\_\_\_\_ Date  
 Alisa Druzba, Section Administrator.  
 DHHS, Division of Public Health Services  
 Rural Health & Primary Care Section

# State of New Hampshire



Board of Nursing

Authorized as  
Registered Nurse

Issued To

SANDRA COLE

License Number: 067964-21  
Active

Issue Date: 06/18/2013

Expiration Date: 12/20/2024