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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
603-271-4501 1-800-852-3345 Ext. 4501
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January 9, 2024

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 a contract with the vendor listed below in an amount not to exceed $14,000 for reimbursement for payment of educational loans through the State Loan Repayment Program, with the option to renew for up to one (1) additional year, effective upon Governor and Council approval, through December 31, 2025 for a 24 month term contract. 100% General Funds.

Vendor Name	Vendor Code	Practice Site	Term	SFY 24	SFY 25	SFY 26	Total
Katie Lavallee, APRN	475100	Barrington Health Center	24 Months	$3,570	$7,000	$3,430	$14,000
		Total:		$3,570	$7,000	$3,430	$14,000

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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to seek the approval of one (1) agreement for a total of $14,000 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. Private-practice dentists serving in Medicaid-defined priority areas are considered eligible. 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 or a behavioral health provider under supervision working toward licensure, 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, a State sponsored oral, mental health, or substance use disorder program with the Department of Health and Human Services, or a Medicaid-defined oral health priority area. 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.

This provider will be working part-time and has committed to a minimum service obligation of 24 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 contract, the party has the option to extend the agreement for one (1) year contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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.

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.

Area served: Strafford County.

Source of Funds: 100% General Funds.

Respectfully submitted,

Ann Ch. N. Landry for:

Lori A. Weaver
Commissioner

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

05-95-90-901010-79650000, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY AND POLICY, RURAL HEALTH & PRIMARY CARE.

100% General Funds

Katie Lavallee Vendor # 475100-B001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2024	103-502507	Contracts for Op Services	90075000	3,570.00
SFY 2025	103-502507	Contracts for Op Services	90075000	7,000.00
SFY 2026	103-502507	Contracts for Op Services	90075000	3,430.00
		Sub Total		14,000.00

		TOTAL		14,000.00

Subject: State Loan Repayment Program-(SLRP-2024-DPHS-03-REPAY-22)

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Katie Lavallee		1.4 Contractor Address 8 Century Pines Drive Barrington, NH 03825	
1.5 Contractor Phone Number 603-664-2135	1.6 Account Unit and Class 05-095-090-901010-79650000-103-502507	1.7 Completion Date 12/31/2025	1.8 Price Limitation $14,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Katie Lavallee Date: 12/13/2023		1.12 Name and Title of Contractor Signatory Katie Lavallee APRN	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 12/15/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
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: DocuSigned by: Robyn Guarino On: 1/9/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS kl
Date 12/13/2023

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DS kl
Date 12/13/2023

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials kl

Date 12/13/2023

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 DS kl
Date 12/13/2023

REVISIONS TO GENERAL PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Contractor Initials DS kl
Date 12/13/2023

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Scope of Services

State Loan Repayment Program

The scope of services for this contract between Katie Lavallee, APRN (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.

Contractor Initials DS kl

Date 12/13/2023

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.

Contractor Initials DS kl

Date 12/13/2023

New Hampshire Department of Health and Human Services

Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

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

1.2. The Contractor shall submit, in a timely manner to the State of New Hampshire, any changes to the information provided in application for this agreement, a copy of which is attached to this agreement.

1.3. The Contractor shall provide the State of New Hampshire proof of employment or private practice agreement within the HPSA identified in Exhibit A, incorporating appropriate dates and working conditions.

1.4. The Contractor shall provide all information necessary to the State of New Hampshire for it to meet its responsibilities set forth in the attached "Agreement – State Loan Repayment Program" (Attachment 1) the terms of which are hereby incorporated by reference into this Agreement as if fully set forth herein.

1.5. If the Contractor fails to complete the period of obligated services, s/he shall be liable to the State of New Hampshire, Department of Health and Human Services (DHHS) for an amount equal to the sum of:

a) The total amount paid by the Department to, or on behalf of, the Contractor under this contract, and

b) An amount equal to the unserved obligation penalty set forth in paragraph 1.6 of this section.

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

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

1.8. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the Contractor to complete the period of obligated services. The Commissioner may waive any or all of the provisions of paragraphs 1.5 through 1.7, if the failure is determined to be caused by circumstances beyond the Contractor's control. The Contractor must provide appropriate documentation of the circumstances.

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

Contractor Initials DS kl

Date 12/13/2023

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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

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Contractor Initials kl

Date 12/13/2023

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.

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:

DocuSigned by:
Katie Lavallee

12/13/2023
Date

Name: Katie Lavallee
Title: APRN

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 https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

Contractor Initials DS
Date 12/13/2023

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:

DocuSigned by:
katie lavallee
F135DDB31BB042D...

12/13/2023
Date

Name: Katie Lavallee
Title: APRN

DS
kl
Contractor Initials

12/13/2023
Date

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Katie Lavallee, APRN, Contractor, Wentworth Health Partners, 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).

Part Time Services

This loan repayment contract is for part-time clinical practice, defined as working a minimum of 20-hours per week, for at least 45 weeks each service year. The 20-hours per week may be compressed into no less than 2 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 20-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 20-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 16-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 4-hours of the minimum 20-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 4-hours of the minimum 20-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 20-hours per week (not less than 11-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 9-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 4-hours of the minimum 20-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 Katie Lavallee, APRN, 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 Wentworth Health Partners, 789 Central Avenue, Dover, NH 03820 (hereafter referred to as the Employer), and is working at Barrington Health Center, 8 Century Pines Drive, Barrington, NH 03825 (hereafter referred as the Practice Site).

2. The Practice Site is a Rural Health Center in MUA/P ID# 02103 located in Strafford 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 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 $14,000 over the service term. The agreement is to be effective January 1, 2024, or date of Governor and Executive Council approval, whichever is later through December 31, 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. This agreement contains the option to extend the agreement for up to one additional year contingent upon satisfactory delivery of services, available funding, remaining loan obligation of the Contractor, the agreement of the parties and the approval of the Governor and Executive Council.

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. <u>The Contractor and Employer shall;</u>

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

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

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 eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.

    a. First payment of $1785 of providing services obligated under this contract.
    b. Second payment of $1785 of providing services obligated under this contract.
    c. Third payment of $1785 of providing services obligated under this contract
    d. Fourth payment of $1785 of providing services obligated under this contract.
    e. Fifth payment of $1715 of providing services obligated under this contract.
    f. Sixth payment of $1715 of providing services obligated under this contract.
    g. Seventh payment of $1715 of providing services obligated under this contract.
    h. Eighth and final payment of $1715 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 my 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

DocuSigned by:
Darin Roark
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12/15/2023

Darin Roark, President & COO
Wentworth Health Partners

Date

DocuSigned by:
Katie Lavallee
713D5DE31D0642D...

12/13/2023

Katie Lavallee, APRN
Barrington Health Center

Date

DocuSigned by:
Patricia M. Tilley
846FB38F5BFD4C8...

12/15/2023

Patricia M. Tilley, MS Ed, Director
DHHS, Division of Public Health Services

Date

crico

1325 Boylston Street · Boston, MA 02215
t 617.450.5500 f 617.450.8299
www.rmf.harvard.edu

January 2, 2024

State of New Hampshire

DHHS, 129 Pleasant St.

Concord NH 03301

To Whom It May Concern:

Per the attached Blanket Additional Insured Endorsement ("BAIE") issued by the Controlled Risk Insurance Company of Vermont, Inc, (a risk retention group), Additional Insured coverage is hereby provided to the following party(ies), in connection with the relevant Insured Contract:

Additional Insured(s): **State of New Hampshire, Department of Health and Human Services**

For the effective date, time period, and purpose of this BAIE, please refer to the relevant Insured Contract.

Wentworth Douglas Hospital is working with the New Hampshire Department of Health and Human Services.

The following are details for the General Liability insurance policy, issued by the Controlled Risk Insurance Company of Vermont, Inc, (a risk retention group), to which the party(ies) has(have) been added as an Additional Insured(s):

Named Insured: ***Mass General Brigham Community Division, Inc.***

Policy Number: ***PART-CRREC-C-GLPL-2024***

Policy Limits: $5,000,000 Per Claim and No Capped Annual Aggregate, or the limits that are required by the relevant Insured Contract, whichever is less.

Note: This document is provided for informational purposes only; please reference the Blanket Additional Insured Endorsement for exact policy language.

Subject to the limits of liability stated in a and b above, the most the **Company** will pay on behalf of the **Insureds**, **Additional Insureds**, and the **Named Insured** combined for all **Damages** and all **Claims Expense** for any one **Claim** is the amount required by the **Agreement** or $5,000,000 (Five Million Dollars), whichever is less.

Any claims that have or are alleged to have as a common nexus or cause, any fact, circumstance, situation, act, decision, event, treatment, transaction or negligence or have or are alleged to have a series of logically connected facts, circumstances, situations, situations, acts, decisions, events, treatments, transactions or negligence, shall be treated as arising from one Event or one **Personal and Advertising Injury** liability, as the case may be, and shall be considered a single **Claim** under this policy.

Notwithstanding the limits described in this LIMITS OF LIABILITY section, a sub-limit of $50,000 per **Loss** applies to **Property Damage** to structures or portions thereof, including fixtures permanently attached thereto, which are rented or occupied, but not owned, by an **Insured** and caused by fire.

Notwithstanding the limits described in this LIMITS OF LIABILITY section, a sub-limit of $25,000 per **Loss** applies to **Property Damage** to property which is:

1. An **Elevator** rented or occupied, but not owned, by an **Insured**; or

2. Rented or occupied, but not owned, by an **Insured** and the **Property Damage** is caused by an **Elevator Collision**.

In addition, the LIMITS OF LIABLITY applicable to a **Claim** against the **Additional Insured** shall not exceed the LIMITS OF LIABILITY as required under the terms of the **Agreement**.

This endorsement shall not increase the applicable Limits of Liability shown on the DECLARATIONS page of the Policy regardless of the number of **Claims, Insureds** or **Additional Insureds**.

III. Should the above described policy be canceled before the expiration date thereof, the **Company** will endeavor to mail 30 days written notice to the **Additional Insured**, but failure to mail such notice shall impose no obligation or liability of any kind upon the **Company**.

All other terms and conditions of the policy shall remain unchanged by this Endorsement.

Terms appearing in bold in this Endorsement shall have the same meaning as the definition of that term in the policy which this Endorsement modifies.

Notice: The Policy and this endorsement are issued by a risk retention group. A risk retention group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for risk retention groups.

IN WITNESS WHEREOF the **Company** has caused this Endorsement to be signed by its duly authorized representative.

Duly Authorized Representative

Rev. 10-2023

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2024

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No. Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mass General Brigham Incorporated
Attn: Timothy Murray
399 Revolution Drive, Suite 705
Somerville, MA 02145

COVERAGES

CERTIFICATE NUMBER: W32318807 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4067824	12/31/2023	12/31/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,500,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
$2,500,000 Per Occurence , $1,000,000 Self-Insured Retention

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julie M Powers

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CRICO
(A Reciprocal Risk Retention Group)
Burlington, Vermont

Medical Professional Liability and General Liability Policy

Additional Insured Endorsement

Named Insured: MASS GENERAL BRIGHAM INCORPORATED Effective Date: 01/01/2024

Policy No: PART-CRREC-C-GLPL-2024 Endorsement No: E2-37

Endorsement Effective Date: 8/4/2020 Policy Period: 01/01/2024 to 12/31/2024

Additional Insured: State of New Hampshire Department of Health and Human Services

STATE OF NEW HAMPSHIRE
129 PLEASANT STREET
CONCORD, NH 03301

This Endorsement modifies the General Liability Policy.

I. For purposes of this Endorsement only, Section IV of the General Liability Policy, PERSONS INSURED, is amended to include the person(s), organization(s) or entities set forth above as an additional insured ("**Additional Insured**"), but only with respect to liability for **Bodily Injury**, **Property Damage**, or **Personal and Advertising Injury** caused by:

1. the negligence of the **Named Insured**; or
2. the negligence of others acting on behalf of the **Named Insured**;

and, in either case of 1 or 2 above, only to the extent such liability arises out of Wentworth-Douglass Hospital (whom is covered under this policy) agreement with the state of New Hampshire for the COVID Program (the "**Agreement**").
However, the insurance afforded to such **Additional Insured** pursuant to this Endorsement:

1. Only applies to the extent permitted by law; and
2. Only applies to **Claims** resulting from an **Event** occurring within the **Policy Territory**, **Policy Period**, and subsequent to the Endorsement Effective Date; and,
3. Will not be broader than that which the **Named Insured** is required by the **Agreement** to provide to such **Additional Insured**.

II. With respect to the insurance afforded to the **Additional Insured** only, Section II "LIMITS OF LIABILITY" is deleted and replaced with the following:

Regardless of the number of **Claims** made, **Suits** brought, **Insureds**, **Additional Insureds**, persons injured, or persons asserting **Claims**, the **Company's** liability is limited as follows:

a. The limit of liability applicable to each **Claim** arising out of an **Event** is the amount required by the **Agreement**; or $5,000,000 (Five Million Dollars), whichever is less. That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** arising out of each **Event** under this policy and endorsements attached hereto.

b. The limit of liability applicable to each **Claim** because of all **Personal and Advertising Injury** sustained by any one person or organization or group of related persons or organizations is the amount required by the **Agreement** or $5,000,000 (Five Million Dollars), whichever is less. That amount is the most the **Company** will pay for all **Damages** as well as all **Claims Expense** because of all **Personal and Advertising Injury** sustained by any one person or organization or group of related persons or organizations.

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Katie Lavallee, APRN

[redacted]

Phone : [redacted] **E-mail :** [redacted]

OBJECTIVE: Family Nurse Practitioner working in NH hoping to be consider for study loan forgiveness.

PROFILE: Well-rounded person with strong time management, leadership, interpersonal, communication, creative problem solving, critical thinking, organizational skills and a diligent work ethic. With the abilities to work collaboratively in a team environment, along with the skills to be self-motivated and manage projects independently; demonstrating an ability to accomplish objectives in a thorough and timely manner.

EDUCATION:

08/2019-12/2021

Family Nurse Practitioner Certificate
University of New Hampshire, Durham, NH 03824
GPA 4.00
Expected Graduation December 2021

01/2018-07/2019

M.S., Clinical Nurse Leader, Direct Entry Nursing
University of New Hampshire, Durham, NH 03824
GPA 4.00
Sigma Theta Tau International Honor Society member, 2019-2020

08/2007-05/2011

Bachelor of Science, Medical Laboratory Science
University of New Hampshire, Durham, NH 03824

PROFESSIONAL EXPERIENCE:

3/14/2022-Present **Wentworth Health Partners, Barrington Health Center,** Barrington, NH 03825
Family Nurse Practitioner

02/2021- Present **Durham Health Center- Wentworth-Douglass Hospital,** Durham, NH, 03823
356 clinical hours
Tamworth Family Medicine- Huggins Hospital, Tamworth, NH, 03886
60 clinical hours
Families first Health Center- Portsmouth, NH, 03801
180 clinical hours
Wolfeboro Pediatrics- Wolfeboro, NH, 03894
60 clinical hours
Elliot Endocrinology- Bedford, NH, 03103
80 clinical hours
Nurse Practitioner Student

- Review charts, laboratory testing, and diagnostic testing to manage patient care in the primary care setting
- Perform history, review of systems, and physical exam.
- Formulate a plan of care, including differential diagnoses, for patients with acute and chronic presentations using evidence-based clinical guidelines

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- With the direction of my preceptor, order laboratory and diagnostic testing as well as prescribe medications for treatment

07/2019-Present **Wentworth-Douglass Hospital,** Dover, NH 03820
Registered Nurse

- Cardiology telemetry and Intermediate Care Unit (IMCU)
- Develop nursing care treatment plans
- Educate patients
- Administer medications and injections
- Supervise other clinical staff
- Assist doctors and coordinate care

04/2014-1/2020 Portsmouth Regional Hospital, Portsmouth, NH 03801
Medical Technologist, Generalist

- Work in Chemistry, Hematology, Blood Banking, and Microbiology

07/2011-09/2014 Beth Israel Deaconess Medical Center, Boston, MA 02215
Medical Technologist, Microbiology

- Processing, isolating and identifying pathogenic bacteria
- Running susceptibility testing of pathogenic bacteria (Vitek)
- Serology testing including crytptococcal and malaria antigen testing
- Identifying viruses through the use of PCR
- Training new technologists/technicians

01/2011-06/2011 Dartmouth Hitchcock Medical Center, Lebanon, NH 03766

- Medical Technologist Clinical Internship in Microbiology, Hematology, Blood Bank, and Chemistry.
- Microbiology Laboratory Assistant—Microscan duties and troubleshooting, planting specimens, ordering tests, rapid testing for Strep A and Legionella, as well as Navigating the computer system-Cerner and eDH.

02/2010-1/2011 **Portsmouth Regional Hospital**, Portsmouth, NH 03801

- Phlebotomist—drawing blood on in-patients and outpatients, ordering tests, computer work, using the centrifuge, and working in computer system-Meditech.
-

TECHNICAL AND CLINICAL SKILLS:

- Experience with Meditech, Cerner, CCC, Sorian, Allscripts and EPIC software systems
- Head-to-toe assessment of orientation, lung sounds, heart sounds, skin integrity including pressure ulcer rating, bowel sounds and assessment, peripheral circulation, and neurological screening. Use of Doppler and regular stethoscopes.
- Focused assessments of pain, IV sites, chest tubes, dressings, surgical drains, and catheters, as well as use of screening tools for functional and emotional status (GDS-30, Mini Mental State Exam, Glasgow Coma Rating)
- Perform HPI, ROS, PE, and formulate plan for all acute and chronic presentations in a family practice setting, including ordering or testing and prescribing of medication based on best evidence-based practice. Experience in family practice, pediatrics, and endocrinology
- Interpretation of laboratory and diagnostic testing to correlate with clinical picture
- MAT experience and training. Will have DEAX after graduation

REFERENCES

Available upon request

New Hampshire
Online Licensing

nh.gov Licensing Home

Person Information

Name: KATIE L LAVALLEE

License Information

License No: 080623-23
Profession: Nursing
License Type: APRN
License Status: Active
Issue Date: 2/11/2022
Expiration Date: 3/3/2025

Specialty: NP-Family

Discipline Information

No Discipline Information

Remarks

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.