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

Lori A. Weaver
Commissioner

Iain N. Watt
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 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 amend an existing agreement with the Contractor listed below, for reimbursement payments of educational loans through the State Loan Repayment Program by exercising a contract renewal option, increasing the price limitation by \$11,000, from \$45,000 to \$56,000, and by extending the completion date from September 30, 2024 to September 30, 2026, effective October 1, 2024, upon Governor and Council approval. 100% Other Funds (NH Medical Malpractice Joint Underwriters Association).

This agreement was originally approved by the Governor and Executive Council on September 15, 2021 (Item #09F).

Funds are available in the following account for the State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, 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	Employer	Practice Site	Term	Current Total	Increase	Total
Rebecca Bemis, LCMHC	365387	Riverbend Community Mental Health Center	Riverbend Community Mental Health Center	60 Months	\$45,000	\$11,000	\$56,000
Total:					\$45,000	\$11,000	\$56,000

See attached fiscal details.

EXPLANATION

The purpose of this request is to extend the term of one (1) State Loan Repayment Program (SLRP) agreement. 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 Contractor's presence in a community mental health center 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 (SLRP) 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.

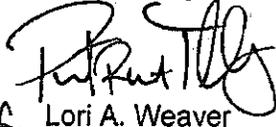
Should the Governor and Executive Council not authorize this request, it may impact the ability of the facility to provide patient services potentially decreasing quality of and access to care.

Area served: Merrimack County.

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

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

Respectfully submitted,


of Lori A. Weaver
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 HEALTHCARE ACCESS, EQUITY AND POLICY, RURAL HEALTH & PRIMARY CARE.
100% General Funds**

Rebecca Bemis

Vendor # 365387-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
SFY 2022	103-502507	Contracts for Op Services	90075000	\$ 15,000.00	\$0	\$ 15,000.00
SFY 2023	103-502507	Contracts for Op Services	90075000	\$ 16,250.00	\$0	\$ 16,250.00
SFY 2024	103-502507	Contracts for Op Services	90075000	\$ 11,250.00	\$0	\$ 11,250.00
SFY 2025	103-502507	Contracts for Op Services	90075000	\$ 2,500.00	\$0	\$ 2,500.00
		<i>Sub Total</i>		\$ 45,000.00	\$0	\$ 45,000.00

**05-95-90-901010-7965, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH,
BUREAU OF HEALTHCARE ACCESS, EQUITY AND POLICY, RURAL HEALTH & PRIMARY CARE.
100% Other Funds from the Medical Malpractice Joint Underwriters Association**

Rebecca Bemis

Vendor # 365387-B001

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase	Revised Amount
SFY 2025	073-500578	Grants-Non Federal	90074001	\$0	\$ 4,125.00	\$ 4,125.00
SFY 2026	073-500578	Grants-Non Federal	90074001	\$0	\$ 5,500.00	\$ 5,500.00
SFY 2027	073-500578	Grants-Non Federal	90074001	\$0	\$ 1,375.00	\$ 1,375.00
		<i>Sub Total</i>		\$0	\$ 11,000.00	\$ 11,000.00

OVERALL TOTAL						\$ 56,000.00
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**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the State Loan Repayment Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Rebecca Bemis, LCMHC ("the Contractor"), an individual employed at Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 15, 2021 (Item #09F), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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:
05-095-090-901010-79650000-073-500578
05-095-090-901010-79650000-103-502507
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2026
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$56,000
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
5. Modify Memorandum of Agreement (Attachment 1), by replacing it in its entirety with Memorandum of Agreement (Attachment 1)- Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective October 1, 2024, upon Governor and 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

9/9/2024

Date

DocuSigned by:

Iain Watt

57708863F076467

Name: Iain Watt

Title: Director - DPHS

Rebecca Bemis

9/9/2024

Date

DocuSigned by:

Rebecca Bemis

855AF7994427421

Name: Rebecca Bemis

Title: LCMHC

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

OFFICE OF THE ATTORNEY GENERAL

9/10/2024

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: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

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

Amendment to previous agreement between Rebecca Bemis, 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 Rebecca Bemis, 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 Community Mental Health Center, 10 West Street, Concord, NH 03301 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Merrimack County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this amendment to the contract agreement, the Contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principal and interest owed by the Contractor, in an amount not to exceed \$11,000 over the service term. The agreement is to be effective October 1, 2024, or date of Governor and Executive Council approval, whichever is later through September 30, 2026. 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, sub section 3, Extension, contained the option for an extension of the agreement for up to two additional years contingent upon satisfactory delivery of services, available funding, and 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 \$1375 of providing services obligated under this contract.
 - b. Second payment of \$1375 of providing services obligated under this contract.
 - c. Third payment of \$1375 of providing services obligated under this contract.
 - d. Fourth payment of \$1375 of providing services obligated under this contract.
 - e. Fifth payment of \$1375 of providing services obligated under this contract.
 - f. Sixth payment of \$1375 of providing services obligated under this contract.
 - g. Seventh payment of \$1375 of providing services obligated under this contract.
 - h. Eighth payment of \$1375 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 Madden 9/9/2024
82668E4690CF4CC

Lisa Madden, CEO Date
Riverbend Community Mental Health Center

DocuSigned by:
Rebecca Bemis 9/9/2024
855AF7994423421

Rebecca Bemis, LCMHC Date
Riverbend Community Mental Health Center

DocuSigned by:
Iain Watt 9/9/2024
D7788863F9704C7

Iain Watt, Director Date
DHHS, Division of Public Health Services

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2023

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Linda Jaeger, CIC
	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com
INSURED Riverbend Community Mental Health Inc. P.O. Box 2032 Concord, NH 03301	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co. 18058
	INSURER B: Granite State Healthcare & Human Svc WC NONAIC
	INSURER C:
	INSURER D:
	INSURER E:

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2607465	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2607466	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K			PHUB883213	10/01/2023	10/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	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	HCHS20240000566 3A States: NH	01/01/2024	01/01/2025	<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
A	Professional Liability			PHPK2607465	10/01/2023	10/01/2024	\$1,000,000 Ea. Incident \$3,000,000 Aggregate

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

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

Rebecca Bemis

**Licensed Clinical
Mental Health
Counselor - Clinical
Manager**

Rebecca Bemis

[REDACTED]

[REDACTED]

Objective

Secure an extension of the SLRP

Skills and Qualifications

-
- Currently active NH licensed Clinical Mental Health Counselor, license #2229 issued 2/4/2020 and expiring 2/4/2026
 - Board member for the NH Board of Mental Health Practice, representing Community Mental Health for term 11/2022-10/2025
 - Justice of the Peace, commission expiring 9/7/27
 - Experience providing individual and group therapy
 - Trained to provide clinical supervision to master's level clinicians pursuing licensure
 - Developed and facilitated a therapy skills group for Transgender and Non-Binary clients
 - Trained in Dialectical Behavioral Therapy and responsible to train master's level staff
 - Experience in hiring and training new staff, as well as assigning clients to clinicians on the team
 - Experience in both inpatient and outpatient psychiatric settings
 - Experience performing crisis safety assessments and completing Involuntary Emergency Admissions when necessary
 - Experience performing comprehensive intake assessments that include diagnosing and preliminary treatment planning
 - Managing and consulting with staff for individual supervision as well as ensuring the clinical team is adhering to agency policies, legal requirements, and ethical guidelines
 - Excellent interpersonal, oral, and written communication skills
 - Able to work independently or as part of a group

Experience

Riverbend CMHC / Clinical Team Leader

August 2020- present

As team leader, I have supervised a team of 13 other clinicians working with clients. In this role I interview and hire applicants, attend interdisciplinary team meetings, lead a DBT Consultation group, attend disposition meetings, attend one Concord Hospital Yellow Pod rounds meeting, maintain a caseload of individual therapy clients, provide trainings on DBT and DBT PE, manage a wait list of clients referred to therapy, and meet my staff for both individual and group supervision each week. In addition to these responsibilities, I consult with staff about client care and regularly look to develop new tools and procedures to improve quality of care and increase education for both clients and staff. I have developed new policies for the agency around the use of DBT PE and updated the DBT contract for clients in our program.

Riverbend CMHC / Licensed Clinician I

February 2020- August 2020

I obtained licensure in NH as a licensed clinical mental health counselor and developed/facilitated a therapy skills group for clients who identify as transgender and non-binary. I continued to maintain a caseload of individual therapy clients, meet productivity requirements, co-facilitate a weekly DBT skills group, and perform an intake assessment weekly.

Riverbend CMHC / Adult Clinician II

April 2017 - February 2020, CSP

I maintained a caseload of individual therapy clients, co-facilitated a DBT therapy group, and performed an intake assessment interview weekly.

Riverbend CMHC/ Emergency Services Intern

September 2015 - September 2016, Emergency Services

I learned how to complete crisis assessments to screen for safety concerns and help clients obtain inpatient hospitalization as necessary. During my internship I had practice completing IEA paperwork as well as the process of revoking a conditional discharge.

Riverbend CMHC/ Adult Clinical Case Manager II

December 2012 - September 2017, CSP

I provided functional support services and case management to SPMI adults. I continued my role as a case manager while I completed my graduate degree and transitioned to a role as a clinician at my agency until my case manager position was filled.

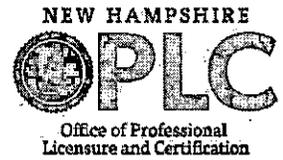
New Hampshire Hospital / Mental Health Worker II
September 2006 - December 2012, Concord NH

I worked on a secure psychiatric unit with both adults and children experiencing mental health crises. I provided direct care including support and maintaining safety on the milieu.

Education

New England College / MS Clinical Mental Health Counseling
September 2014 - September 2016, Concord NH

University of New Hampshire / BA Psychology
September 2002 - May 2006, Durham NH



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Board of Mental Health Practice

Pursuant to RSA 310:8, I, this is to certify that

REBECCA BEMIS

is licensed to practice as a/n

Clinical Mental Health Counselor

LICENSE NO. 2229

EXPIRATION DATE: 02/04/2026

Always verify licenses online at <https://forms.nh.gov/licenseverification/>

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

Lori A. Shilbette
Commissioner

Patricia M. Tilley
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

August 11, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into contracts with the vendors listed below in an amount not to exceed \$411,050 for reimbursement for payment of educational loans through the State Loan Repayment Program, effective upon Governor and Council approval through September 30, 2024 for full time individuals and through September 30, 2023 for part-time individuals. 100% General Funds.

Vendor Name	Vendor Code	Employer	Practice Site	Term	SFY 22	SFY 23	SFY 24	SFY 25	Total
Alisha Nadeau, RN	385378	HealthFirst Family Care Center	HealthFirst Family Care Center-Franklin	24 Months	\$5,157	\$5,937	\$1,406	\$0	\$12,500
Tia C. Labonville, RN	385389	Coos County Family Health Services	Coos County Family Health Services	24 Months	\$2,577	\$2,969.50	\$703.50	\$0	\$6,250
Alyshia Kelleher, MHC	385378	Seacoast Mental Health	Seacoast Mental Health	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Angela Dunham, MHC	385379	Greater Nashua Mental Health Center	Greater Nashua Mental Health Center	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Joshua J. Sevigny, DMD	385381	Conway Family Dental	Conway Family Dental	36 Months	\$22,500	\$26,250	\$21,250	\$5,000	\$75,000
Julie Doyle, LCMHC	385383	Mental Health Center of Gr. Manchester	MHCGM - Child & Adol. Services	36 Months	\$3,960	\$4,380	\$3,000	\$660	\$12,000
Kristen Grant, MHC	385384	Lakes Region Mental Health	Lakes Region Mental Health	36 Months	\$13,500	\$14,250	\$9,250	\$2,000	\$39,000
Lisa Boldin, MSW	385385	Seacoast Mental Health	Seacoast Mental Health	36 Months	\$14,652	\$15,786	\$10,780	\$2,382	\$43,600

Portia Bayer, LMFT	365386	Seacoast Mental Health	Seacoast Mental Health	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Rebecca Bemis, LCMHC	365387	Riverbend Comm. Mental Health Center	Riverbend – Community Support	36 Months	\$15,000	\$16,250	\$11,250	\$2,500	\$45,000
Sheila C. Mullen, LICSW	365388	Riverbend Comm. Mental Health Center	Riverbend – Community Support	36 Months	\$14,427	\$15,486	\$10,480	\$2,307	\$42,700
			Total:		\$136,773	\$150,058.50	\$101,669.50	\$22,349	\$411,050

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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 eleven (11) agreements for a total of \$411,050 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.

Nine (9) of the eleven (11) Contractors will be working full-time and have committed to a minimum service obligation of 36 months, and two (2) will be working part-time and have 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 contracts, the parties have the option to extend the agreements for up to two (2) additional years 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, Coos, Hillsborough, Merrimack, and Rockingham Counties.

Source of Funds: 100% General Funds.

Respectfully submitted,



Lori A. Shibinette
Commissioner

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

01-45-99-881010-7966, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, 1918;
DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY & PERFORMANCE, RURAL
HEALTH & PRIMARY CARE.

100% General Funds

FY2022	FY2023	FY2024	FY2025	Total
\$ 130,773.00	\$ 150,058.50	\$ 101,889.50	\$ 72,349.00	\$ 411,050.00

Alysha Nadeau Vendor # 365378-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	5,137.00
FY 2023	103-502507	Contracts for Op Services	90075000	5,937.00
FY 2024	103-502507	Contracts for Op Services	90075000	1,408.00
FY 2025	103-502507	Contracts for Op Services	90075000	-
Sub Total				12,500.00

Tia C. Labarethe Vendor # 365349-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	2,577.00
FY 2023	103-502507	Contracts for Op Services	90075000	2,909.58
FY 2024	103-502507	Contracts for Op Services	90075000	703.58
FY 2025	103-502507	Contracts for Op Services	90075000	-
Sub Total				6,250.00

Alyshia Kallisher Vendor # 365378-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	15,300.00
FY 2023	103-502507	Contracts for Op Services	90075000	18,250.00
FY 2024	103-502507	Contracts for Op Services	90075000	11,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,300.00
Sub Total				45,000.00

Angela Dunkham Vendor # 365379-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	15,000.00
FY 2023	103-502507	Contracts for Op Services	90075000	18,250.00
FY 2024	103-502507	Contracts for Op Services	90075000	11,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,500.00
Sub Total				45,000.00

Joshua J. Serfjny Vendor # 365341-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	22,300.00
FY 2023	103-502507	Contracts for Op Services	90075000	26,220.00
FY 2024	103-502507	Contracts for Op Services	90075000	21,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	5,000.00
Sub Total				75,000.00

Julie Doyle Vendor # 365343-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	3,000.00
FY 2023	103-502507	Contracts for Op Services	90075000	4,349.00
FY 2024	103-502507	Contracts for Op Services	90075000	3,000.00
FY 2025	103-502507	Contracts for Op Services	90075000	603.00
Sub Total				12,000.00

Kristen Grant Vendor # 365384-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	12,500.00
FY 2023	103-502507	Contracts for Op Services	90075000	14,250.00
FY 2024	103-502507	Contracts for Op Services	90075000	8,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,000.00
Sub Total				39,000.00

Lisa Rolfin Vendor # 365345-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	14,657.00
FY 2023	103-502507	Contracts for Op Services	90075000	15,748.00
FY 2024	103-502507	Contracts for Op Services	90075000	10,740.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,382.00
Sub Total				43,000.00

Portia Bayer Vendor # 365386-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	15,000.00
FY 2023	103-502507	Contracts for Op Services	90075000	16,250.00
FY 2024	103-502507	Contracts for Op Services	90075000	11,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	3,500.00
Sub Total				45,000.00

Rebecca Benish Vendor # 365387-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	15,000.00
FY 2023	103-502507	Contracts for Op Services	90075000	16,250.00
FY 2024	103-502507	Contracts for Op Services	90075000	11,250.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,500.00
Sub Total				45,000.00

Shelle C. Miller Vendor # 365384-0001

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
FY 2022	103-502507	Contracts for Op Services	90075000	14,437.00
FY 2023	103-502507	Contracts for Op Services	90075000	18,488.00
FY 2024	103-502507	Contracts for Op Services	90075000	10,480.00
FY 2025	103-502507	Contracts for Op Services	90075000	2,307.00
Sub Total				42,700.00

TOTAL				411,050.00

Subject: State Loan Repayment Program-(SLRP-2022-DPHS-02-REPAY-10)

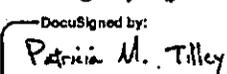
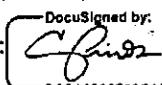
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Rebecca Bemis		1.4 Contractor Address 10 West Street Concord, NH 03301	
1.5 Contractor Phone Number 603-225-0123	1.6 Account Number 05-095-090-901010-79650000-103-502507	1.7 Completion Date 09/30/24	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: 8/12/2021		1.12 Name and Title of Contractor Signatory Rebecca Bemis LCMHC	
1.13 State Agency Signature DocuSigned by:  Date: 8/13/2021		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:  On: 8/16/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials OS
RB
 Date 8/12/2021

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

RB

Date 8/12/2021

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 are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 3. Extension:

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

New Hampshire Department of Health and Human Services

Exhibit B



Scope of Services

State Loan Repayment Program

The scope of services for this contract between Rebecca Bemis, 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



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 RB
Date 8/12/2021

New Hampshire Department of Health and Human Services



Exhibit D

Special Provisions

State Loan Repayment Program

1. Special Provisions to the Contract

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

New Hampshire Department of Health and Human Services



Exhibit D

2. Gratuities or Kickbacks

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

3. Credits

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

4. Debarment, Suspension and Other Responsibility Matters

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

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

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

Exhibit E

Contractor Initials

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



New Hampshire Department of Health and Human Services

Exhibit E

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

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

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

Contractor Name:

8/12/2021

Date

DocuSigned by:

Rebecca Bemis

Name: Rebecca Bemis

Title: LCMHC

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/12/2021
Date

DocuSigned by:
Rebecca Bemis
Name: Rebecca Bemis
Title: LCMHC

DS
RB



Lori A. Shihbinette
Commissioner

Patricia M. Tilley
Director

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

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

ATTACHMENT 1

MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Rebecca Bemis, LCMHC, Contractor, Riverbend Community Mental Health Center, 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 Rebecca Bemis, LCMHC, (hereinafter referred to as the Contractor). Funds in this agreement will be used to provide loan repayments to the Contractor, who is employed by Riverbend Community Mental Health Center, PO Box 2032, Concord, NH 03302-2032 (hereafter referred to as the Employer), and is working full-time at Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301 (hereafter referred as the Practice Site).
2. The Practice Site is a Community Mental Health Center located in Merrimack County, New Hampshire.
3. State funds in this agreement will be used to provide payments to the Contractor to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary care provider. The funds must be used immediately to reduce outstanding loan balances that are deemed valid under the program.
4. In this 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, 2021, or date of Governor and Executive Council approval, whichever is later through September 30, 2024. 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

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

Contractor Initials RB^{OS}

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.

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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. 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

DocuSigned by:
Lisa K. Madden 8/13/2021
8398AE1A890E4CC

 Lisa Madden, CEO Date
 Riverbend Community Mental Health Center

DocuSigned by:
Rebecca Bemis 8/12/2021
855AF7984422421

 Rebecca Bemis, LCMHC Date
 Riverbend Community Mental Health Center

DocuSigned by:
Patricia M. Tilley 8/13/2021
848FB38E58FD4C8

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