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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

October 26, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, Rural Health and Primary Care Section and the Department of Health and Human Services, to exercise a contract renew and amend option with Dr. Nii Norte Lokko, Doctor of Dental Medicine, Purchase Order #1004464, (Vendor #170097-B001), by increasing the Price Limitation by \$40,000.00 from \$70,000.00 to \$110,000.00 to receive reimbursement for payment of educational loans through the State Loan Repayment program, and extend the Completion Date to December 31, 2014, effective January 1, 2013 or the date of Governor and Council approval, whichever is later. This Agreement was originally approved by Governor and Council on November 18, 2009, Item #54. Funds are available in SFY 2013 and anticipated to be available in SFY 2014 and SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

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

100% GEN

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2010	073-500578	Grants-Non Federal	90075000	\$15,000.00	\$0.00	\$15,000.00
SFY 2011	073-500578	Grants-Non Federal	90075000	\$27,500.00	\$0.00	\$27,500.00
SFY 2012	073-500578	Grants-Non Federal	90075000	\$20,000.00	\$0.00	\$20,000.00
SFY 2013	073-500578	Grants-Non Federal	90075000	\$7,500.00	\$10,000.00	\$17,500.00
			Sub Total	\$70,000.00	\$10,000.00	\$80,000.00

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

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2014	073-500578	Grants-Non Federal	90075000	\$0.00	\$20,000.00	\$20,000.00
SFY 2015	073-500578	Grants-Non Federal	90075000	\$0.00	\$10,000.00	\$10,000.00
			Sub Total	\$0.00	\$30,000.00	\$30,000.00
			Total	\$70,000.00	\$40,000.00	\$110,000.00

EXPLANATION

State funds in this agreement will be used to provide payments to Dr. Nii Norte Lokko, New Hampshire Board Certified, Doctor of Dental Medicine, and are to be applied to the principal and interest of qualifying educational loans for actual cost paid for tuition, reasonable educational expenses, and reasonable living expenses relating to graduate or undergraduate education of a primary health care provider.

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

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

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

The Contractor under this renew and amend agreement is working full-time and is willing to commit to an additional service obligation of twenty-four months with the State of New Hampshire to work in a State sponsored Dental Program with the Division of Public Health Service/Oral Health Program. This agreement has no renewal option.

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

As referenced in the original letter approved by Governor and Council on November 18, 2009, Item #54, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division of Public Health Services/Rural Health & primary Care Section is exercising this renewal option. These services were contracted previously with Dr. Nii Norte Lokko, Doctor of Dental Medicine in the amount of \$70,000.00 for a 36-month period. This amendment represents a decrease of \$30,000.00 from the prior contract due to the guidelines established under the State Loan Repayment Program that a full-time physician would receive \$20,000.00 per year for two additional years of oral health care services.

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

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

The Contractor's commitment begins on January 1, 2013, or the date of Governor and Executive Council approval, whichever is later and the first State payment will begin on the first of the month of the following quarter, and quarterly thereafter for the duration of the contract. State payments are made directly to the Contractor to repay the principal and interest of any qualifying outstanding graduate or undergraduate educational loans. Before initiating each payment to the Contractor, the Rural Health & Primary Care Section will contact the employer to ensure the contract & Memorandum of Agreement are being met.

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.

Dr. Nii Norte Lokko, New Hampshire Board Certified, Doctor of Dental Medicine is working full-time at Community Dental Care of Claremont, 1 Tremont Street, Claremont, NH 03743, which is under the direction of Sullivan County Oral Health Collaborative, Inc., Claremont, NH. The Community Dental Care of Claremont is located in a Medically Underserved Population Area of New Hampshire. Dr. Nii Norte Lokko's presence in a medically underserved rural area is part of the continuing effort to improve access to oral health care and reduce disparities within New Hampshire. Attached is a copy of the participant's Certificate of Licensure, resume and the employer's (Sullivan County Oral Health Collaborative, Inc.) Insurance Certificate.

Area served: Sullivan County.

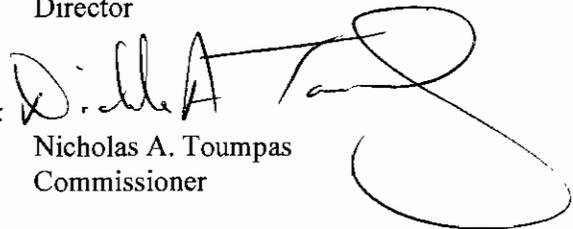
Source of Fund: 100% General Funds.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/dr

EXERCISE OF OPTION TO RENEW AND AMEND ONE

This Agreement (hereinafter called the "Renew and Amend One, dated this 23 day of October 2012 by and between the State of New Hampshire acting by and through its Division of Public Health Services of the Department of Health and Human Services, (hereinafter referred to as the "Division"), Bureau of Public Health Systems, Policy and Performance, Rural Health and Primary Care Section and Dr. Nii Norte Lokko, Purchase Order Number #1004464 (Vendor #170097-B001), New Hampshire Board Certified Doctor of Dental Medicine, with an address at [REDACTED] place of employment at Community Dental Care of Claremont, 1 Tremont Street, Claremont, NH 03743 , (hereinafter referred to as the "Service Site"), which is under the direction of Sullivan County Oral Health Collaborative, Inc. Claremont, NH (hereafter referred to as the "Employer").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated November 18, 2009, Item #54, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Division of certain sums as specified therein;

WHEREAS, pursuant to the provision of Exhibit C, #6 of the Agreement, the Agreement may be renewed for a period of two (2) additional years, pending availability of funding, the agreement of the parties, and approval by Governor and Council;

WHEREAS, pursuant to the provision of Section 18 of the Agreement, the 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;

WHEREAS, the Provider and the Division have agreed to Exercise the Option to Renew and Amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Exercise Of Option To Renew and Amend For Two Additional Years:**

The Agreement is hereby amended as follows:

Amend Section 1.7 of the General Provisions by extending the completion date to December 31, 2014.

Amend Section 1.8 of the General Provisions by increasing the Price Limitation by \$40,000 from \$70,000 to \$110,000.

Exhibit A Scope of Services

The original contract Exhibit A has been stricken in its entirety and replaced. The replaced contract Exhibit A-1 is attached and in addition Exhibit I & J has been added, attached hereto.

Exhibit B – Contract Price

Exhibit B of the Agreement, including any amendments thereto, is hereby amended as follows:

The contract price shall increase by \$10,000.00 for SFY 2013 and \$20,000.00 for SFY 2014 and \$10,000.00 for SFY 2015. The contract shall total \$110,000.00 for the contract term.

Funding in the amount of \$10,000.00 is available from #05-95-90-901010-2217-073-500578 and \$30,000.00 is available from #05-95-90-901010-7965-073-500578, 100% General Funds

2. **Effective Date of Renew and Amend:**

This Renew and Amend shall take effect on January 1, 2013 or the date of Governor and Council approval, whichever is later,

3. **Continuance of Renewal Agreement:**

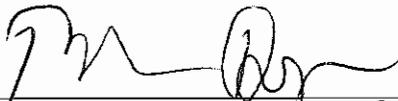
Except as specifically amended and modified by the terms and conditions of this Renew and Amend, the Agreement and the obligations of the parties hereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

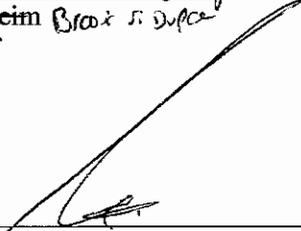
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

STATE OF NEW HAMPSHIRE
Division of Public Health Services

By:  10/30/12
Joan H. Ascheim *Brook St. Dupree* Date
Bureau Chief

By:  10/23/12
Dr. Nii Norte Lokko, DMD Date

STATE OF NEW HAMPSHIRE
COUNTY OF Sullivan

On this the 23 day of October 2012, before me, Ashley Czechowicz,
(name of notary)
the undersigned officer, DE NIJ NORT LOKKO personally appeared who acknowledged him/herself
(contract signatory)
to be the Dentist of the Community Dental Care of Claremont
(signatory's title) (legal name of agency)
a corporation, and that he/she, as such Dentist, being authorized so to do,
(signatory's title)
executed the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by him/herself as Dentist of the Community Dental Care of Claremont
(signatory's title) (legal name of agency)
In witness whereof I hereunto set my hand and official seal.

Ashley Czechowicz
Notary Public/Justice of the Peace

My Commission expires:



Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: James P. Henick
Assistant Attorney General
James P. Henick
Date: 5 Nov. 2012

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

OFFICE OF THE SECRETARY OF STATE

By: _____
Title: _____

NH Department of Health and Human Services

Scope of Services

**Exhibit A-1
Scope of Services**

State Loan Repayment Program

CONTRACT PERIOD: January 1, 2013 or date of Governor and Council approval, whichever is later, through December 31, 2014.

CONTRACTOR NAME: Dr. Nii Norte Lokko

ADDRESS: [REDACTED]

CONTRACTOR TITLE: Doctor of Dental Medicine

TELEPHONE: [REDACTED] W: (603) 287-1300

The Contractor shall:

1. Be a U.S. Citizen or U.S. National.
2. Hold a current New Hampshire License or Certification in good standing in their health profession with no restrictions that would enable the contractor from performing his/her duties at the approved service site. If there are any restrictions now or during the contract term that would enable the contractor from doing his/her duties under the agreement, the contractor will be in violation of this agreement.
3. Be employed at an approved service site that is in a federally designated medically underserved area or a State sponsored Dental Program with the Division of Public Health Services/Oral Health Program and meet the required practice hours for full-time and part-time employment.
4. As a New Hampshire Board Certified, Doctor of Dental Medicine, the contractor will be signing for a minimum service obligation of twenty-four months in exchange for full-time oral health services during the term of the contract. Full-time clinical practice" is 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 workweek. 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 service site in each year (vacation, holidays, professional education, illness, or any other reason). 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.
5. Due to medical or personal emergency that will result in an extended period of absence beyond the recommended weeks allowed for full-time or part-time status, the contractor will need to request a

suspension of their contract service commitment in writing to the Primary Care Workforce Coordinator. The Rural Health & Primary Care Section cannot guarantee that a suspension request will be allowed. If a suspension is requested and approved, the contractor's service commitment end date will be extended and loan repayments will be delayed until the extension contract is approved by the Governor & Council and payments would begin quarterly from approval date.

1. Agree to complete a service obligation that runs the length of the contract and remains at the eligible service site for the term of the contract. Contractors under contract with the State who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contract and Memorandum of Agreements.
2. Use state funds in this agreement for any approved documented, valid and outstanding undergraduate and/or graduate loans that have been incurred in obtaining their specific health professional degree. The loan repayment funds must be used immediately to reduce outstanding loan balances that were deemed valid under the program.
3. Agree to charge for services at the usual and customary rates prevailing in the primary care service area, except the patients unable to pay the usual and customary rates shall be charged a reduced rate according to the service site's sliding-fee-schedule based on poverty level or not charged.
4. Agree not to discriminate on the patient's ability to pay for care or the payment source, including Medicare and Medicaid.
5. Not be concurrently taking part in any other federal or state loan repayment programs or be a member of the National Health Service Corps.
6. 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.
7. Sign a "Memorandum of Agreement" with their employer and representative from the Rural Health & Primary Care Section.

NH Department of Health and Human Services

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

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



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

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MEMORANDUM OF AGREEMENT
State Loan Repayment Program

Between Dr. Nii Norte Lokko, Sullivan County Oral Health Collaborative, Inc., New Hampshire Department of Health & Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section

PURPOSE

The New Hampshire’s State Loan Repayment Program establishes contracts with qualified primary care, mental health and oral healthcare providers practicing full-time or part-time in nonprofit, private, or public sites who provide ambulatory patient care and who are seeking financial support for professional education loan repayments in exchange for their commitment to serving the underinsured population in our medically underserved areas that would otherwise make service in such areas unattractive.

These medically underserved areas; identified as Health Care Professional Shortage Areas (HPSAs), Mental Health Professional Shortage Areas (MHPSAs), Dental Health Professional Shortage Areas (DHPSAs), Medically Underserved Areas/Populations (MUA/Ps), and Governor’s Exceptional Medically Underserved Populations (E-MUP) are indicators that a shortage of primary healthcare providers exist, posing a barrier to access to primary health care services for the residents of these areas. Health care providers participating in the State Loan Repayment Program agree to provide primary care services and dental services to all patients regardless of their ability to pay. In addition, the health care provider and the practice site must offer a sliding discount-to-fee schedule based on current federal poverty guidelines, accept Medicaid, Medicare, and provide free care when medically necessary.

New for the State Loan Repayment Program beginning January 1, 2013, Dentists and Registered Dental Hygienists who work for a State sponsored Dental Program for the N.H. Division of Public Health Services/Oral Health Program and meet the type of provider and required ambulatory care services. Medically underserved designation will be waived for State sponsored Dental Programs.

The New Hampshire Division of Public Health Services, The Bureau of Public Health Systems, Policy and Performance/Rural Health and Primary Care Section 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) and Division of Public Health Services under the provision of Chapter 410, Laws of NH 1994.

Full Time Services

Loan repayment contracts are available to;
“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 service 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 service 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.
 - c. General Surgeon needs to be employed full time at a "Critical Access Hospital".

Part Time Provider

Loan repayment contracts are available to;

"Part-time clinical practice" working a minimum of 20 hours per week (not to exceed 39 hours) for a minimum of 45 weeks each service year. The 20 hours per week may be compressed into no less than 2 workdays per week, with no more than 12 hours of work to be performed in any 24-hour period. Participants do not receive credit for hours worked over the required 20 hours per week, and excess hours cannot be applied to any other work week. Full-time work done by a part-time participant will not change the participant's part-time status. Research and teaching are not considered to be "clinical practice". Time spent for all health care providers and dentists in "on-call" status will not count toward the 20-hour workweek, except to the extent the provider is directly serving patients during that period. Up to 3 weeks (15 work days) of leave is allowed from the service site in each year (vacation, holidays, professional education, illness, or any other reason).

- a. For most type of providers, at least 16 hours of the minimum 20 hours per week must be spent providing direct patient care in an outpatient ambulatory care setting at the approved service site(s), specified in the agreement, during normally scheduled office hours. The remaining 4 hours of the minimum 20 hours per week must be spent providing clinical services for patients in the approved service site(s) or providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s) or performing practice-related administrative duties. No more than 4 hours per week can be devoted to practice related administrative activities.
- b. OB/GYN physicians, family practice physicians who practice obstetrics on a regular basis, certified nurse midwives, and behavioral/ mental health providers: At least 11 hours of the minimum 20 hours per week must be spent providing direct patient care. These services must be conducted in an approved ambulatory care practice site during normal schedule office hours, with the remaining 9 hours of the minimum 20 hours per week must be spent providing clinical services in alternative settings (e.g., hospitals, nursing homes, shelters) as directed by the approved service site(s), or performing practice-related administrative hours with administrative activities not to exceed 4 hours per week.

STATEMENT OF AGREEMENT

1. NOW COMES the State of New Hampshire through the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, Rural Health and Primary Care Section, who agree to make state loan repayment contributions for Dr. Nii Norte Lokko, New Hampshire Board Certified, Doctor of Dental Medicine (Hereinafter referred to as the contractor). Funds in this agreement will be used to provide loan repayments to the contractor, who will be working full-time providing oral health services at the Community Dental Care of Claremont, 1 Tremont Street, Claremont, NH 03743 (Hereafter referred to as the service site). Community Dental Care of Claremont is under the direction of Sullivan County Oral Health Collaborative, Inc, Claremont, NH (Hereafter referred to as the Employer). Community Dental Care of Claremont is located in a Medical Underserved Population Area of New Hampshire. The geographic area to be served is Sullivan County, New Hampshire. The geographic area to be served is Sullivan County, New Hampshire.
2. 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.
3. In this contract agreement, the contractor will be signing for a minimum continuous service obligation of twenty-four months in exchange for eight payments, the State of New Hampshire will pay directly to the Contractor the principle and interest owed by the Contractor, in an amount not to exceed \$40,000.00 over the service term. The agreement is to be effective January 1, 2013, or date of Governor and Executive Council, whichever is later through December 31, 2014.

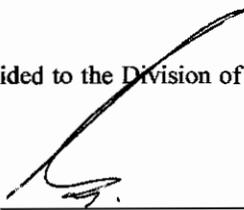
Following the effective date or the date of Governor and Council approval, whichever is later, the first payment of the contract will be paid during the first month of the following quarter, and quarterly thereafter for the duration of the contract.

4. 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.
5. The Contractor and Employer/Service Site shall:
 - a. The contractor and employer and/ or service site participating in the Loan Repayment Program agree to provide direct oral health care in an outpatient ambulatory care setting at the approved service site during scheduled office hours under this agreement.
 - b. The participant 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. Participants under contract with the State who fail to begin or complete their State Loan Repayment Program obligation or otherwise breach the terms and conditions of the obligations are in default of their contracts and are subject to the financial consequences outlined in their contracts and Memorandum of Agreements.
 - c. The employer will maintain the employment of the participant 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.
 - d. The employer and/or service site shall maintain the practice schedule of the health care provider for the number of hours per week specified in the Memorandum of Agreement. Any changes in practice circumstances that would not support the mission of the State of New Hampshire Loan Repayment Program are subject to the approval of the Rural Health & Primary Care Section based upon the policies of the program. The employer and/or service site must notify the Primary Care Workforce Coordinator and receive approval for any changes in writing at least two (2) weeks in advance of any consideration of permanent changes in the sites or circumstances of the contractor under their agreement. If the participant is relocated to a service site that is not in a designated medically underserved area, termination of the contract may result.
 - e. The participant 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 participant from doing their duties at the service site, the participant will be in violation of the contract and Memorandum of Agreement.
 - f. The participant and employer/service site will allow the Division of Public Health Services, Rural Health & Primary Care Section to conduct periodic monitoring either through site visits, telephone calls, exit surveys or compliance with written reports for the program.
 - g. The participant and employer/service site will charge for services at the usual and customary rates prevailing in the service areas, except that the service 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 service site's sliding discount-to-fee-schedule based on poverty level or not charged; and
 - h. The participant and employer/service site will not discriminate on the basis of a patient's ability to pay for care or the payment source including Medicare and Medicaid, and provide free care when medically necessary.
 - i. If the participant is providing services in a designated medically underserved area and is relocated to a service site that is not in a designated medically underserved area, termination of the contract may result, and the health care provider will not be in default.
 - j. If the participant is providing services in a State sponsored Dental Program for the N.H. Division of Public Health Services/Oral Health Program and the State Sponsored Dental Program ends, termination of the contract may result, and the oral health provider will not be in fault.
 - k. The employer/service site shall notify the Primary Care Workforce Coordinator in writing at least thirty (30) calendar days prior if the full-time participant is absent more than seven (7) weeks (35 workdays) in one year due to vacation, holidays, continuing professional educational, illness, military obligation or any other reason. The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. Absences greater than seven (7) weeks in the State Loan Repayment Program service year will extend the service commitment end date and an amendment contract will need to be approved by the Governor & Council to continue loan repayments
 - l. The employer/service site shall notify the Primary Care Workforce Coordinator in writing at least thirty (30) calendar days prior if the part-time participant is absent more than three (3) weeks (15 workdays) in one year due to vacation, holidays, continuing professional educational, illness, military obligation or any other reason. The following information should be included in the notice: type of leave, start date, end date or estimated end date, and whether the leave is paid or unpaid. Absences greater than three (3) weeks in the State Loan Repayment Program

- service year will extend the service commitment end date and an amendment contract will need to be approved by the Governor & Council to continue loan repayments
- m. The employer shall notify the Workforce Coordinator within seven (7) calendar days in the event of termination of employment of the participant and must include specific reason(s) for termination.
 - n. The employer shall notify the Workforce Coordinator in writing within seven (7) calendar days if the participant, 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: 1) would make it temporarily impossible for the participant to continue the service obligation or payment of the monetary debt; or 2) would temporarily involve an extreme hardship to the participant and would be against equity and good conscience to enforce the service or payment obligation.
 - o. Under certain criteria the agreement may be amended for a break in health care services in order to extend the end date. This will be at the discretion of the Section Administrator, Rural Health & Primary Care Section and an amendment contract will need to be approved by the Governor & Executive Council to be able to continue loan repayments.
 - p. Failure of the employer and/or service site to comply with the provisions contained within the Memorandum of Agreement may, at the discretion of the Section Administrator, Bureau of Public Health Systems, Policy and Performance, Rural Health & Primary Care Section, will be denied any loan repayment or service site who are out of compliance with the terms and conditions of the Memorandum of Agreement, may not be eligible for future State Loan Repayments.
 - q. In the event that a participant is found to be in default, the following procedure applies. The Commissioner of the NH Department of Health and Human Services, or designee, shall review the circumstances associated with a failure of the participant to complete the period of obligated services. The Commissioner, for state funded only contracts, may waive any or all of the provisions of paragraphs 2.2.4 through 2.2.6 if the failure is determined to be caused by circumstances beyond the Contractor's control, such as if a breach was attributable solely to the capacity of the professional due to serious illness, death, or laid off due to financial situation of the employer. A participant must provide documentation
 - r. Transfer requests are considered in extreme situations on a case-by-case basis. Loan repayment participants are expected to honor their contracts with the healthcare organization and the State. An example of when a transfer request might be a closure of the healthcare organization. Should a transfer request be approved the healthcare provider will be expected to continue at another qualified site. In the case of local match contracts the new employer must be willing to continue with the matching funds that are outlined under the original or extension contract. In no circumstances can a health care provider leave the employing healthcare service 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
6. The contractor will be paid by the State in eight payments during the term of the contract. The first payment of the contract will be paid during the month of the following quarter, and quarterly thereafter for the duration of the contract.
- a. First payment of \$5,000.00 of providing services obligated under this contract.
 - b. Second payment of \$5,000.00 of providing services obligated under this contract.
 - c. Third payment of \$5,000.00 of providing services obligated under this contract
 - d. Fourth payment of \$5,000.00 of providing services obligated under this contract.
 - e. Fifth payment of \$5,000.00 of providing services obligated under this contract.
 - f. Sixth payment of \$5,000.00 of providing services obligated under this contract.
 - g. Seventh payment of \$5,000.00 of providing services obligated under this contract.
 - h. Eighth and final payment of \$5,000.00 of providing services obligated under this contract.
7. 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.
8. Failure to comply with Federal & State Loan Repayment Program requirements or the provisions contained within paragraphs 1 through 9 of this Memorandum of Agreement may, at the discretion of the Rural Health & Primary Care

Section Administrator, result in denial of any further payments and termination of this contract. In addition the participant may be subject to penalties outlined in his/her contract. Employers, who are out of compliance with the terms and conditions of the Memorandum of Agreement, may be ineligible to participate in the State Loan Repayment Program in the future.

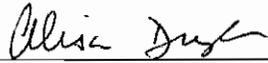
All information provided to the Division of Public Health Services, Rural Health and Primary Care Section will be held in strict confidence.



Dr. Nii Norte Lokko, DMD
Community Dental Care of Claremont
Date 10/4/12



Susan Bryant, ~~Managing Director~~ Board Chair
Sullivan County Oral Health Collaborative, Inc.
Date 10/4/12



Alisa Druzba
Bureau of Public Health Systems, Policy & Performance
Rural Health & Primary Care Section
Date 10/23/12

Curriculum Vitae Nii Norte Lokko



Work Experience

June 2009 to Present

Dental Director, Community Dental Care of Claremont, NH
Provide comprehensive dental care mainly to low income and uninsured patients
in Sullivan County, NH

May 2009 to Present

Staff Dentist, Families First, Portsmouth, NH

June 2008 to May 2009

Managing Clinical Director, Allcare Dental and Dentures. Manchester, NH.
Provided comprehensive dental care mainly to insured patients.

August 2006 to May 2008

Dental Director, Avis Goodwin Community Health Center.

August 2004 to May 2008

Staff Dentist, Avis Goodwin Community Health Center. Rochester, NH. Provided
comprehensive dental care mainly for uninsured and underinsured patients.
Provided care in clinical as well as hospital setting. Credentialed with Frisbie
Memorial Hospital, Rochester, NH and Wentworth Douglas Hospital, Dover, NH

July 2003 to June 2004

Dental Resident, the Tufts University General Practice Residency Program.
Planned, coordinated and provided multidisciplinary comprehensive oral care for
patients including patients with special needs. Was an on call resident at the New
England Medical Center, Boston, MA

Education:

July 2003 to June 2004

Tufts University School of Dental Medicine, Waltham, MA. GPR Certificate

August 1999 to May 2003

Tufts University School of Dental Medicine, Boston, MA. DMD Degree

RSA 317-A:13, III License Renewal states All persons licensed to practice dentistry or dental hygiene in this state shall notify the board in writing within 10 days of any change of business or residential address which may occur during the period between biennial registrations.



State of New Hampshire

Board of Dental Examiners

NII NORTE LOKKO, DMD

ActiveLic #: 03410

Issued: 05/06/2004

Expires: 04/30/2014

NII NORTE LOKKO, DMD
COMMUNITY DENTAL CARE OF CLAREMONT
1 TREMONT STREET
CLAREMONT NH 03743

Richard A. Quinn, DMD
Executive Secretary

From:

11/08/2012 16:21

#301 P.001/001



CERTIFICATE OF LIABILITY INSURANCE

SULLI-5 OP ID: YH

DATE (MM/DD/YYYY)
11/08/12

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

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

PRODUCER Michaud & Sammon Ins. Inc. The Insurance Center PO Box 886 Claremont, NH 03743 Robert Sammon	603-542-2551	CONTACT NAME:	
	603-542-8033	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Peerless Insurance Company
		INSURER B:	Peerless Insurance Company
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED	Sullivan County Oral Health Collaborative Inc. 1 Tremont Street Claremont, NH 03743		NAIC # 24198

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BOP83665055	06/01/12	06/01/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRG.JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC8676244	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 PROPERTY 434,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
dba Community Dental Care of Claremont.

CERTIFICATE HOLDER Div. of Public Health Svcs, NH DHHS David Roberts 29 Hazen Drive 2E Concord, NH 03301-6504	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
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6504
 603-271-4741 1-800-852-3345 Ext. 4741
 Fax: 603-271-4506 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
 Commissioner

José Thier Montero
 Director

His Excellency, Governor John H. Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

September 14, 2009
 Approved F/C _____
 Date _____
 Approved G&C # 54 _____
 Date 11/18/09 _____
 Not Approved _____

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS), Bureau of Community Health Services (BCHS), Rural Health and Primary Care Section (RHPC), to enter into an agreement with Dr. Nii Norte Lokko, Doctor of Dental Medicine, (Vendor # 170097-B001), [REDACTED] to receive reimbursement for payment of educational loans through the State Loan Repayment Program (SLRP). This agreement is to be effective from the date of Governor and Council approval through June 30, 2013 in an amount not to exceed \$70,000. Funds are available for SFY 2010 and SFY 2011, and are anticipated to be available in SFY 2012 and SFY 2013, depending upon the availability and continued appropriation of funds in the future operating budget.

05-95-90-902010-2217, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, STATE LOAN REPAYMENT PROGRAM, HEALTH WORKFORCE.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2010	073-500578	Grants-Non Federal	90075000	\$15,000
SFY 2011	073-500578	Grants-Non Federal	90075000	\$27,500
SFY 2012	073-500578	Grants-Non Federal	90075000	\$20,000
SFY 2013	073-500578	Grants-Non Federal	90075000	\$7,500
Total Request				\$70,000

EXPLANATION

Funds in this agreement will be used to provide payments to Dr. Nii Norte Lokko, Doctor of Dental Medicine, to be applied to the principal and interest of any outstanding undergraduate or graduate dental or medical education loans.

SLRP is a federal/state partnership to assist New Hampshire in addressing the health professional workforce shortages that causes rising health care costs and decreasing quality of health care services to N.H. residents. Federal funding through the Health Resources & Service Administration (HRSA), Bureau of Health Professions (BHP), can only be used for full-time professionals practicing in Health Professional Shortage Areas and a dollar for dollar match of non-federal money is required. State General Fund dollars are designed to allow more flexibility than federal funds; the program adheres to most criteria outlined in the federal program in order to keep both programs in balance and to assure maximum participation in each.

The purpose of the program is to increase the number of primary health care providers serving in the State's Health Professional Shortage Areas (HPSAs), Dental Health Professional Shortage Areas (DHPSAs), Mental Health Professional Shortage Areas (MHPSAs), Medically Underserved Areas (MUAs), and Medically Underserved Populations (MUPs). Funds are available for recruitment and retention of health care professionals who are Doctors of Allopathic and Osteopathic Medicine, psychiatrists, general practice dentists, certified nurse practitioners, physician assistants, clinical dental hygienists, clinical social workers, psychiatric nurse specialists, clinical or counseling psychologists, certified nurse-midwives, mental health counselors, licensed professional counselors, and marriage and family therapists by providing partial payment of their educational loans in exchange for their commitment to serving the uninsured, underinsured, Medicaid, and Medicare populations in New Hampshire.

Physicians, dentists, and mid-level healthcare professionals who are now working between 32-40 hours per week in a direct patient care setting can apply for a loan repayment. In their contract agreement, providers sign on for a thirty-six month commitment, effective from the date of Governor and Council approval and may receive a twenty-four month extension, pending availability of funding, educational loan balance of the participant, the agreement of the parties, and approval by Governor and Council. Physicians, dentists and mid level healthcare professionals who are now working between 20-31 hours per week in a direct patient care setting can apply for a loan repayment. In their contract agreement, providers sign on for a twenty-four month commitment, effective from the date of Governor and Council approval and may receive a twelve-month extension, pending availability of funding, educational loan balance of the participant, the agreement of the parties, and approval by Governor and Council.

Mid-Level Practitioners and Primary Healthcare Physicians routinely leave school and start practicing with debts of \$80,000 to \$180,000 (national estimates). The threshold for debt repayment is greater for primary care physicians who typically earn 30% to 50% less on average than do specialists. This is also true for the mid-level professionals who choose to work in the medically underserved areas. This program serves to attract and retain such providers into underserved areas by relieving some of their financial burden that would otherwise make service in such areas unattractive.

To assure that the highest need areas receive priority, the RHPC Section has implemented an in-house scoring process for all State Loan Repayment applications. SLRP 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 discount-to-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.

Before initiating each payment to the contractor, the State will contact the employer to ensure the contract stipulations are being met, and payments are made three months following the Governor and Executive Council approval, and quarterly thereafter for the duration of the contract. Any provider not completing their loan service requirement may be obligated to repay all the loan value paid under the program with a risk of penalties if obligations of repayment are not met in a satisfactory manner. The Memoranda of Agreement (MOA) and the loan repayment contract will reflect that obligation if the provider is accepted into the program.

September 14, 2009

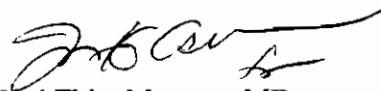
Page 3

Dr. Nii Norte Lokko is a licensed Doctor of Dental Medicine working full-time at Community Dental Care of Claremont, 1 Tremont Street, Claremont, New Hampshire 03743, which is located in a Medically Underserved Area (MUA). Attached is a copy of the participant's Certificate of Licensure, resume and the employer's (Community Dental Care of Claremont) Insurance Certificate.

The geographic area to be served is Sullivan County, New Hampshire.

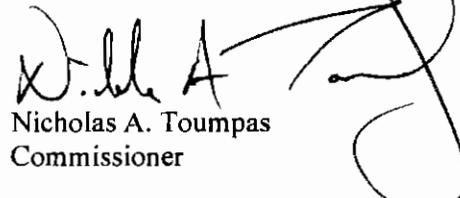
Source of Funds is 100% General Funds.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/DR: