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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 13, 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 for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Arkansas Foundation for Medical Care, Inc. (VC#333439-P001), Little Rock, Arkansas, for the continued provision of program evaluation and data collection, analysis, and reporting for the Continuum of Care System, by increasing the price limitation by $903,266 from $1,609,900 to $2,513,166 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 100% Other Funds (Governor's Commission).

The original contract was approved by Governor and Council on August 26, 2020, Item #14 and most recently amended with Governor and Council approval on February 16, 2022, Item #36.

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

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL. GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058502	$298,201	$0	$298,201
2022	074-500585	Community Grants	92058502	$303,074	$0	$303,074
2023	074-500585	Community Grants	92058502	$154,517	$0	$154,517

2024	074-500585	Community Grants	92058502	$451,633	$0	$451,633
2025	074-500589	Community Grants	92058502	$0	$451,633	$451,633
2026	074-500589	Community Grants	92058502	$0	$451,633	$451,633
			Subtotal	***$1,207,425***	***$903,266***	***$2,110,691***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92057501	$99,400	$0	$99,400
2022	074-500585	Community Grants	92057501	$101,025	$0	$101,025
2023	074-500585	Community Grants	92057501	$101,025	$0	$101,025
2024	074-500585	Community Grants	92057501	$101,025	$0	$101,025
			Subtotal	***$402,475***	***$0***	***$402,475***
			Total	**$1,609,900**	**$903,266**	**$2,513,166**

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contract beyond the completion date and there are no renewal options available. The Department is implementing the funding actions taken by the Governor's Commission on Alcohol and Other Drugs. On December 15, 2023 the Commission recommended and approved the funding allocation for this Agreement. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J. The request will allow the Contractor to continue providing services that support the Department in collecting, analyzing, and interpreting service provision-related data across the Continuum of Care System in NH. The Contractor will continue to build upon the foundational work with the Department and its stakeholders to address and integrate process improvements across the system.

The Contractor will continue expanding the data dashboard work with the Recovery Community Organizations in New Hampshire to further provide data collection tied to improved client outcomes, enhance Independent Peer Review processes, required by the Substance Abuse and Mental Health Services Administration to improve case management reporting outcomes for treatment services, integrate and build on prevention services data collection processes to improve standardization of direct and indirect prevention program goals throughout New Hampshire. By overlaying various de-identified, aggregate data sets, such as demographic information, health care resources, environmental factors, and socioeconomic indicators, the

Department can continue to identify patterns and correlations that contribute to health disparities and allow for evidence-based decision-making and the development of targeted interventions to address the root causes of these disparities.

The Department will continue monitoring services through regularly scheduled meetings and the submission and review of monthly reports to ensure:

- Evaluations assess program performance at all stages of development and are implemented as designed or operating as intended.
- Services inform and aid in the improvement of substance misuse policies, programs, and practices.

Should the Governor and Council not authorize this request, the Department may be unable to identify and mitigate challenges that address fiscal responsibility and improve transparency and accountability across the Continuum of Care System.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN # TI083041, TI083464, TI084659 and TI085821.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

State of New Hampshire

Department of Health and Human Services

Amendment #2

This Amendment to the Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Arkansas Foundation for Medical Care, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2020 (Item #14), as amended on February 16, 2022 (Item #36), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, 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 1.7, Completion Date, to read:

   June 30, 2026

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,513,166

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director

4. Modify Exhibit B Amendment #1 Scope of Services, Section 1.3.1.2. to read:

   1.3.1.2. Process evaluations to ensure program fidelity by assessing whether a program or process is implemented as designed or operating as intended, including meeting contractual and/or regulatory service requirements.

5. Modify Exhibit B, Scope of Services, Section 1.3.3. to read:

   1.3.3. The Contractor shall complete a process for an Independent Peer Review (IPR) as required through the Substance Use Prevention, Treatment, and Recovery Block Grant (SUPTR-BG).

6. Modify Exhibit B, Scope of Services, by adding Section 1.3.5.4. through Section 1.3.5.6. to read:

   1.3.5.4. Working with the Department, and stakeholders identified by the Department, to improve programming by identifying potential areas of improvement in data collection and management.

   1.3.5.5. Working with the Department to expand data collection and analysis capabilities as needed.

   1.3.5.6. Working with the Department to identify and implement data quality improvement activities.

7. Modify Exhibit B, Scope of Services, Section 1.4.3.6.2. to read:

   1.4.3.6.2. SAS®, and other platforms identified and approved by the Department, for all data

analyses.

8. Modify Exhibit B, Scope of Services, Section 1.4.3.7. to read:

   1.4.3.7. Facilitating the collection and reporting of data including, but not limited to:

      1.4.3.7.1. Utilizing available prevalence and impact data.

      1.4.3.7.2. Creating a data profile with regards to a subset of the larger population who are at greater risk of developing a substance use disorder (SUD) or, by proximity, are at a greater risk of the consequences of individuals with a SUD.

9. Modify Exhibit B, Scope of Services, Section 1.4.3.10. to read:

   1.4.3.10. Providing technical assistance in areas related to data collection, analysis, and reporting, as needed.

10. Modify Exhibit B, Scope of Services, by adding Section 1.4.3.11. to read:

   1.4.3.11. Conducting comparative and/or correlational analysis of data in order to compare the similarities or differences between two (2) or more variables.

11. Modify Exhibit B, Scope of Services by adding Section 1.4.7. to read:

   1.4.7. The Contractor shall ensure any protected health information (PHI), or SUD data included in data collection, analysis, interpretation, reporting and support is handled and disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2.

12. Modify Exhibit B, Scope of Services, Section 1.5.1.2. to read:

   1.5.1.2. Printing, delivering, distributing approximately 45,000 surveys to more than 80 participating public high schools, statewide, formatted in accordance with the requirements of the CDC and the Department.

13. Modify Exhibit B, Scope of Services, Section 1.5.1.4. to read:

   1.5.1.4. Developing clean datasets to include a universal file and CDC sample file of coded results, approved by the Department.

14. Modify Exhibit B, Scope of Services, Section 1.6. Subheader title only to read:

   1.6. Initial Planning of New Evaluation Projects:

15. Modify Exhibit B, Scope of Services, Section 3.2. to read:

   3.2. The Contractor shall conduct and complete an IPR of not fewer than five (5%) percent of the entities contracted with the State to provide SUD treatment services, per state fiscal year, which is from July 1-June 30, as required through the SUPTR-BG. This includes, but is not limited to:

      3.2.1 Submitting a summary report to the Department including, but not limited to results and findings related to the IPR within 30 calendar days following completion of the review.

      3.2.2 Submitting all final documents related to the IPR to the Department prior to June 30th of each state fiscal year.

      3.2.3 The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and performance measures, for each scope of work, which includes, but is not limited to:

         3.2.3.1 A summary of the key work performed for each scope of work during the monthly period.

3.2.3.2 Encountered and foreseeable key issues and suggested mitigations strategies for each.

3.2.3.3 Scheduled work for the upcoming period.

16. Modify Exhibit B, Scope of Services, Section 5., Additional Terms, by adding Section 5.4. through Section 5.6., as follows:

5.4. Confidential Data

5.4.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

5.4.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit.

5.4.3. The Contractor must ensure said individuals have a justifiable business need to access confidential data.

5.4.4. The Contractor must provide attestations upon Department request.

5.5. Privacy Impact Assessment

5.5.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

5.5.1.1. How PII is gathered and stored;

5.5.1.2. Who will have access to PII;

5.5.1.3. How PII will be used in the system;

5.5.1.4. How individual consent will be achieved and revoked; and

5.5.1.5. Privacy practices.

5.5.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

5.6. Contract End-of-Life Transition Services

5.6.1. General Requirements

5.6.1.1. If applicable, upon termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the

Contractor.

5.6.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

5.6.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

5.6.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

5.6.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

5.6.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

5.6.2. Completion of Transition Services

5.6.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

5.6.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

5.6.3. Disagreement over Transition Services Results

5.6.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in

accordance with the Agreement.

17. Modify Exhibit C, Payment Terms, Section 1 to read:

    1. This Agreement is funded by:

        1.1. 10.57% Substance Use Prevention, Treatment and Recovery Block Grant (SUPTR-BG), by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT), ALN, 93.959, as awarded on:

            1.1.1. 10/1/2019, FAIN TI083041;

            1.1.2. 2/1/2021, FAIN T1083464;

            1.1.3. 2/10/2022, FAIN; TI084659; and

            1.1.4. 2/15/2023, FAIN TI085821.

        1.2. 83.99% Other Funds (Governor's Commission).

        1.3. 5.44% General Funds.

18. Modify Exhibit C, Payment Terms, Section 3 to read:

    3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line item, as specified in Exhibit C-1 Budget SFY 2021 through Exhibit C-6 Budget SFY 2026, Amendment #2.

19. Add Exhibit C-5 Budget SFY 2025, Amendment #2, which is attached hereto and incorporated by reference herein.

20. Add Exhibit C-6 Budget SFY 2026, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 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

4/26/2024

Date

DocuSigned by:
Katja S. Fox
ED9D05B04C63442...

Name: Katja S. Fox

Title: Director

Arkansas Foundation for Medical Care, Inc.

4/25/2024

Date

DocuSigned by:
John Selig
148863F24509410...

Name: John Selig

Title: President & Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/6/2024
Date

DocuSigned by:
Robyn Guarino
748734844941480...
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:

New Hampshire Department of Health and Human Services		
Contractor Name:	Arkansas Foundation for Medical Care, Inc.	
Budget Request for:	Program Evaluation and Data Services	
Budget Period	SFY 2025 July 1, 2024 - June 30, 2025	
Indirect Cost Rate (if applicable)	28.7	
0.287		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$167,323	
2. Fringe Benefits	$82,808	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$1,270	
6. Travel	$14,952	
7. Software/Telephone	$34,166	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Telephone	$0	
8. (c) Other - Other (specify below)	$0	
Other (Printing/Postage)	$50,400	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$350,919	
Total Indirect Costs	$100,714	
TOTAL	$451,633	

Contractor Initial: JS

Date: 4/25/2024

Project ID #

New Hampshire Department of Health and Human Services		
Contractor Name:	Arkansas Foundation for Medical Care, Inc.	
Budget Request for:	Program Evaluation and Data Services	
Budget Period	SFY 2026 July 1, 2025 - June 30, 2026	
Indirect Cost Rate (if applicable)	28.7	
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$182,893	
2. Fringe Benefits	$90,514	
3. Consultants	$0	
Ar	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$576	
6. Travel	$40,911	
7. Software/Telephone	$33,026	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)	$0	
Other (Postage/Printing)	$3,000	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$350,919	
Total Indirect Costs	$100,714	
TOTAL	$451,633	

Contractor Initial: JS

Date: 4/25/2024

Project ID #

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. is a Arkansas Nonprofit Corporation registered to transact business in New Hampshire on June 26, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 845208

Certificate Number: 0006679342

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April A.D. 2024.

David M. Scanlan

Secretary of State

Healthy People. Healthy Businesses. Healthy Communities.

CERTIFICATE OF AUTHORITY

I, AnnaMarie Sullivan, AFMC Corporate Secretary, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of AFMC (Arkansas Foundation for Medical Care, Inc.).

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 2, 2024, at which a quorum of the Directors/shareholders were present and voting.

   VOTED: That John Selig is duly authorized on behalf of AFMC (Arkansas Foundation for Medical Care, Inc.) to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupy the position indicated and has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

May 2, 2024
Date:

AnnaMarie Sullivan, Corporate Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/31/2023

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

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

PRODUCER Cadence Insurance 17900 Chenal Parkway, Ste. 100 Little Rock AR 72223 License#: PC-1092395	CONTACT NAME: Bill Birch PHONE (A/C, No, Ext): 501-614-1170 FAX (A/C, No): E-MAIL ADDRESS: bill.birch@cadenceinsurance.com
INSURED Arkansas Foundation for Medical Care, Inc. 1020 West 4th Street, Ste. 300 Little Rock AR 72201 (ARKAFOU-02)	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Accident Fund Ins Co of America — 10166 INSURER B: Cincinnati Insurance Company — 10677 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1745263621 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			TBD	8/1/2023	8/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AFWCP10004120201	8/1/2023	8/1/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire, 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

AFMC Mission Statement

Our mission is to promote and inspire innovation in health, wellness and technology through partnerships in our communities.

Arkansas Foundation for Medical Care, Inc.

Financial Statements and Supplemental Information
June 30, 2023, 2022, and 2021

(With Independent Auditor's Report Thereon)

Arkansas Foundation for Medical Care, Inc.

Financial Statements
June 30, 2023, 2022, and 2021

Address:	P.O. Box 180001 Fort Smith, Arkansas 72918
EIN:	23-7237381
Phone number:	(479) 573-7620
Director:	Phyllis Rogers, Chief Financial Officer
Contact person:	Jenna Clemons, Controller
Cost of audit:	Available upon request

Arkansas Foundation for Medical Care, Inc.

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LANDMARK
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Arkansas Foundation for Medical Care, Inc.
Fort Smith, Arkansas

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of **Arkansas Foundation for Medical Care, Inc.** (a nonprofit organization), which comprise the statements of financial position as of June 30, 2023, 2022, and 2021, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of **Arkansas Foundation for Medical Care, Inc.** as of June 30, 2023, 2022, and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of **Arkansas Foundation for Medical Care, Inc.** and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about **Arkansas Foundation for Medical Care, Inc.'s** ability to continue as a going concern for one year after the date that the financial statements are issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of **Arkansas Foundation for Medical Care, Inc.'s** internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about **Arkansas Foundation for Medical Care, Inc.'s** ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedules of Expenditures of Federal Awards and State Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and Arkansas Department of Human Services are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedules of Expenditures of Federal Awards and State Awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Board of Directors
Arkansas Foundation for Medical Care, Inc.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2032, on our consideration of **Arkansas Foundation for Medical Care, Inc.'s** internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of **Arkansas Foundation for Medical Care, Inc.'s** internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering **Arkansas Foundation for Medical Care, Inc.'s** internal control over financial reporting and compliance.

Landmark PLC

Fort Smith, Arkansas
November 6, 2023

Financial Statements

Arkansas Foundation for Medical Care, Inc.

Statements of Financial Position
June 30, 2023, 2022, and 2021

	2023	2022	2021
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	$ 8,412,229	$ 11,161,937	$ 7,213,063
Accounts receivable			
Federal contracts	140,990	281,508	236,172
State contracts	6,028,909	4,829,136	3,791,562
COVID contracts	166,379	231,158	3,794,640
Private carrier contracts	1,371,446	1,291,450	1,214,880
Interest receivable	13,342	3,820	3,582
Prepaid expenses	1,037,598	1,049,968	898,401
Total Current Assets	17,170,893	18,848,977	17,152,300
PROPERTY AND EQUIPMENT, NET	7,235,549	5,367,256	5,787,750
INVESTMENTS AND OTHER ASSETS			
Marketable securities	14,444,569	13,541,401	15,645,331
Real estate	1,099,900	1,060,000	1,060,000
	15,544,469	14,601,401	16,705,331
TOTAL ASSETS	$ 39,950,911	$ 38,817,634	$ 39,645,381
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	$ 521,372	$ 952,889	$ 1,350,441
Accrued expenses	2,501,752	2,265,071	2,605,816
Paycheck Protection Program loan	-	-	3,630,230
Total Current Liabilities	3,023,124	3,217,960	7,586,487
NET ASSETS WITHOUT DONOR RESTRICTIONS			
Designated for future severance pay	2,063,269	1,911,112	1,869,446
Undesignated	34,864,518	33,688,562	30,189,448
	36,927,787	35,599,674	32,058,894
TOTAL LIABILITIES AND NET ASSETS	$ 39,950,911	$ 38,817,634	$ 39,645,381

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Activities
Years ended June 30, 2023, 2022, and 2021

	2023	2022	2021
OPERATING REVENUES			
Federal contracts	$ 951,729	$ 717,451	$ 710,318
State contracts	32,841,210	23,918,534	19,404,813
COVID contracts	2,569,328	15,764,025	28,085,876
Private carrier contracts	4,424,572	5,258,605	4,722,633
TOTAL OPERATING REVENUES	40,786,839	45,658,615	52,923,640
OPERATING EXPENSES			
Direct	32,248,575	36,102,586	43,225,459
Indirect	8,332,491	7,978,790	6,698,821
Non-reimbursable	492,438	296,850	243,083
TOTAL OPERATING EXPENSES	41,073,504	44,378,226	50,167,363
OPERATING INCOME (LOSS)	(286,665)	1,280,389	2,756,277
OTHER INCOME (LOSS)			
Interest and dividend income	472,856	434,874	156,554
(Loss) on disposal of property and equipment	-	(196)	-
Net realized and unrealized gains (losses) on investments	1,017,775	(1,907,609)	2,543,601
Paycheck Protection Program loan forgiveness	-	3,630,230	-
Real estate investment income, net	124,147	103,092	115,749
TOTAL OTHER INCOME	1,614,778	2,260,391	2,815,904
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	1,328,113	3,540,780	5,572,181
NET ASSETS, BEGINNING OF YEAR	35,599,674	32,058,894	26,486,713
NET ASSETS, END OF YEAR	$ 36,927,787	$ 35,599,674	$ 32,058,894

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Cash Flows
Years ended June 30, 2023, 2022, and 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES			
Change in net assets without donor restrictions	$ 1,328,113	$ 3,540,780	$ 5,572,181
Adjustments to reconcile change in net assets without donor restrictions to net cash from (used for) operating activities:			
Depreciation and amortization	461,496	460,048	631,296
Loss on disposal of property and equipment	-	196	-
Net realized and unrealized (gains) losses on investments	(1,017,775)	1,907,609	(2,543,601)
Paycheck Protection Program loan forgiveness	-	(3,630,230)	-
Changes in:			
Accounts receivable	(1,074,472)	2,404,002	(3,779,270)
Interest receivable	(9,522)	(238)	802
Prepaid expenses	12,370	(151,567)	(188,992)
Accounts payable	(431,517)	(397,552)	358,971
Accrued expenses	236,681	(340,745)	826,449
Deferred revenue	-	-	(15,758)
Total adjustments	(1,822,739)	251,523	(4,710,103)
Net Cash From (Used For) Operating Activities	(494,626)	3,792,303	862,078
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	(2,369,689)	(39,750)	(265,311)
Purchase of marketable securities	(6,223,674)	(791,926)	(2,200,516)
Proceeds from sale/maturity of marketable securities	6,338,281	988,247	1,412,115
Net Cash From (Used For) Investing Activities	(2,255,082)	156,571	(1,053,712)
CASH FLOWS FROM FINANCING ACTIVITIES			
Principal payments on capital lease obligations	-	-	(108,098)
Net Cash (Used For) Financing Activities	-	-	(108,098)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(2,749,708)	3,948,874	(299,732)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	11,161,937	7,213,063	7,512,795
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 8,412,229	$ 11,161,937	$ 7,213,063

See accompanying notes to financial statements.

NOTE 1: NATURE OF BUSINESS

The Arkansas Foundation for Medical Care, Inc. (the Organization) operates primarily in the State of Arkansas to improve health and health care by providing education, outreach, data analysis, information technology, medical case utilization and review, and marketing/communications services for Medicaid beneficiaries and health care providers in all settings. During the year ended June 30, 2021, the Organization also expanded services to mobilize a contact tracing team under a sub-contract agreement with the Arkansas Department of Health and hosted COVID testing and vaccine events, provided staff augmentation for hospitals and university health centers, and expanded call-center services to provide vaccine support services. During the year ended June 30, 2023, all of the COVID services listed above ended. However, the Organization is continuing COVID vaccine clinics and inspection services and COVID education.

NOTE 2: SUMMARY OF SIGINIFICANT ACCOUNTING POLICIES

Basis of Accounting
The Organization's policy is to prepare its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized, net of any applicable sales tax, in the period in which they are earned. Expenses are recognized in the period in which they are incurred.

Cash Equivalents
For purposes of the Statements of Cash Flows, the Organization considers cash equivalents to be all short-term, highly liquid investments that are both readily convertible to known amounts of cash and are so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. At June 30, 2023, 2022, and 2021, the Organization had cash equivalents of approximately $1,616,000, $1,290,000 and $664,000, respectively.

Accounts Receivable
The Organization considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is deemed necessary. If accounts become uncollectible, they will be charged to operations when that determination is made. Determination of uncollectibility is made by management based on knowledge of individual accounts and consideration of such factors as current economic conditions. Credit extended is generally uncollateralized. Past-due status is based on contractual terms. Past-due accounts are not charged interest.

Property and Equipment
Property and equipment is accounted for at cost or, if donated, at the approximate fair value at the date of donation. Depreciation of property and equipment is computed on the straight-line method over the estimated useful lives of the assets, which range from three to thirty-nine years. For the years ended June 30, 2023, 2022, and 2021, depreciation expense was $458,226, $452,278, and $618,008, respectively.

All acquisitions of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds $5,000 are capitalized.

At June 30, 2023, 2022, and 2021, the Organization had fully depreciated assets still in service with an original cost of approximately $3,900,000, $4,500,000, and $4,360,000, respectively.

Amortization
The Organization follows the policy of amortizing computer software costs over various periods up to three years. For the years ended June 30, 2023, 2022, and 2021, amortization expense was $3,270, $7,770, and $13,288, respectively.

Long-Lived Assets
In accordance with Financial Accounting Standards Board (FASB) Codification Topic Property, Plant and Equipment, Section Subsequent Measurement, management evaluates long-lived assets and certain identifiable intangibles held and used by the Organization for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. During the years ended June 30, 2023, 2022, and 2021, no amounts were written off as impaired.

Investments
The Organization has portfolio investments in marketable equity and debt securities. Management determines the appropriate classification of the securities at the time they are acquired and evaluates the appropriateness of such classifications at each statement of financial position date. The classification of those securities and the related accounting policies are as follows:

Available-for-sale securities
Available-for-sale securities consist of marketable equity and debt securities not classified as trading or held-to-maturity. Available-for-sale securities are stated at fair value, and unrealized holding gains and losses are reported on the Statement of Activities. The fair value of the investments in equity and debt securities is based upon public market rates. See Note 6 for discussion of fair value measurements. Realized gains and losses, including losses from declines in value of specific securities determined by management to other-than-temporary, are included in income. Realized gains and losses are determined by specific identification for each security sold. Dividends are recorded on the ex-dividend date.

Non-Exchange Revenue
The majority of the Organization's revenue is derived from non-exchange contracts and grants which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue in the Statements of Financial Position. The Organization has various cost reimbursable grants that have not been recognized at June 30, 2023 and 2022 because the qualifying expenditures have not yet been incurred.

Exchange Revenue
The Organization provides security risk analysis to private carriers. These are short-term fee for service contracts. Performance obligations are satisfied at a point in time, and revenue is recognized when the services are provided to customers and additional services are no longer required. The Organization determines the transaction price based on standard charges for the services provided. These program service fee revenues are included as part of "Private carrier contracts" on the Statements of Activities.

Federal and State Contracts
Federal contracts on the Statements of Activities include only contracts that are directly awarded and received from the federal government. State contracts on the Statements of Activities include contracts that are direct awards from the state or are federal awards passed through the state.

Compensated Absences
The Organization accrues the obligation for employee rights to receive compensation for future absences, such as vacation.

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. In these financial statements, the provision for self-insured employee health claims involved extensive reliance on management's estimates (See Note 10). Actual results could differ from those estimates.

Income Tax and Uncertain Tax Positions
The Organization qualifies as an organization exempt from income taxes under section 501(c)(3) of the Internal Revenue Code and a similar state statute, and is not subject to tax at the entity level for federal and state income tax purposes. The Organization accounts for uncertain tax positions in accordance with the provisions of FASB Codification Topic *Income Taxes*. FASB Codification Topic *Income Taxes* clarifies the accounting for uncertainty in income taxes and requires the Organization to recognize in their financial statements the impact of a tax position taken or expected to be taken in a tax return, if that position is more likely than not to be sustained under audit, based on the technical merits of the position. Management has assessed the tax positions of the Organization and determined that no positions exist that require adjustment or disclosure under the provisions of FASB Codification Topic *Income Taxes*.

The Organization files informational *"Return of Organization Exempt from Income Tax"* (Form 990) in the U.S. federal jurisdiction.

Functional Allocation of Expenses
The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support service are allocated directly according to their natural expenditure classification. Allocable expenses that are common to several functions are allocated based on units of time expended. Indirect expenses are allocated to the programs based on allowable rates.

Advertising
The Organization follows the policy of charging advertising to expense as incurred. For the years ended June 30, 2023, 2022, and 2021, advertising expense was approximately $85,000, $94,000, and $51,000, respectively.

Adoption of Accounting Pronouncement
In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842), which supersedes Topic 840, *Leases*. This ASU requires lessees to record a right-of-use asset and corresponding liability equal to the present value of future rental payments on the Organization's Statements of Financial Position for all leases with a term greater than one year. The leases will be classified as either finance or operating leases. This distinction will be relevant for the pattern of expense recognition in the Statements of Activities. Effective July 1, 2022, the Organization adopted ASU No. 2016-02 for the year ended June 30, 2023, using the optional new transition alternative method without restating prior periods. The Organization also elected the relief package of practical expedients of which there is no requirements to reassess existence of leases, their classification, and initial direct costs as well as an exemption for short term leases with a term of less than one year. The ASU did not have a material impact on the financial statements.

NOTE 3: FINANCIAL INSTRUMENTS WITH RISK OF ACCOUNTING LOSS

The Organization uses financial institutions in which it maintains cash balances, which at times may exceed federally insured limits or are uncollateralized. The Organization has not experienced any losses in such accounts, and management believes it is not exposed to significant credit risk related to cash. At June 30, 2023, the Organization had an uninsured cash equivalents balance of approximately $1,400,000.

At June 30, 2023, the Organization had investments in marketable securities valued at $14,444,569, which are subject to market risk.

NOTE 4: PROPERTY AND EQUIPMENT, NET

Property and equipment for the years ended June 30, 2023, 2022, and 2021 are as follows:

	2023	2022	2021
Furniture and equipment	$ 3,407,029	$ 3,846,760	$ 3,823,174
Software	1,765,333	1,721,073	1,721,073
Building	8,816,287	6,854,852	6,839,262
Leasehold improvements	424,668	424,668	424,668
	14,413,317	12,847,353	12,808,177
Less accumulated depreciation and amortization	7,177,768	7,480,097	7,020,427
	$ 7,235,549	$ 5,367,256	$ 5,787,750

NOTE 5: INVESTMENTS IN AVAILABLE-FOR-SALE SECURITIES

As stated in Note 2, investments in marketable equity securities with readily determinable fair values and all investments in debt securities are carried at fair value. The cost, fair value, and unrealized appreciation of these investments for the years ended June 30, 2023, 2022, and 2021, are summarized as follows:

	2023	2022	2021
Cost of investments			
Equity securities	$ 9,880,927	$ 9,887,629	$ 9,901,982
Debt securities	502,447	502,895	503,321
	$ 10,383,374	$ 10,390,524	$ 10,405,303
Fair value of investments			
Equity securities	$ 13,961,114	$ 13,041,756	$ 15,130,071
Debt securities	483,455	499,645	515,260
	$ 14,444,569	$ 13,541,401	$ 15,645,331
Unrealized appreciation on investments	$ 4,061,195	$ 3,150,877	$ 5,240,028

The following schedule summarizes the investment return and its classification in the Statements of Activities for the years ended June 30, 2023, 2022, and 2021.

	2023	2022	2021
Interest and dividend income	$ 472,856	$ 434,874	$ 156,554
Net unrealized gains (losses)	910,318	(2,089,151)	2,118,019
Net realized gains (losses)	107,457	181,542	425,582
	$ 1,490,631	$ (1,472,735)	$ 2,700,155

NOTE 6: FAIR VALUE MEASUREMENTS

FASB Codification Topic *Fair Value Measurements and Disclosures* establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the investments fall within different levels of the hierarchy, the categorization is based on the lowest level of input that is significant to the fair value measurement of the investment.

Investments recorded in the accompanying Statements of Financial Position based on the inputs to valuation techniques are as follows:

Level 1 - These are investments where values are based on unadjusted quoted prices for identical assets in an active market that the Organization has the ability to access. These investments are comprised of equity securities.

Level 2 - These are investments where values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the investments. These investments are comprised of debt securities.

Level 3 - These are investments where values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect assumptions of management about assumptions market participants would use in pricing the investments.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at June 30, 2023, 2022, and 2021.

Equity securities: Valued at closing price reported on the active market on which the security is traded.

Debt securities: Valued at the present value of the corporate bond's coupon payments and the repayment of the principal.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other organizations, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following table presents the Organization's hierarchy for the investments measured at fair value on a recurring basis as of June 30, 2023, 2022, and 2021.

	June 30, 2023		
	(Level 1)	**(Level 2)**	**(Level 3)**
Equity securities	$ 13,961,114	$ -	$ -
Debt securties	-	483,455	-

	June 30, 2022		
	(Level 1)	**(Level 2)**	**(Level 3)**
Equity securities	$ 13,041,756	$ -	$ -
Debt securties	-	499,645	-

	June 30, 2021		
	(Level 1)	**(Level 2)**	**(Level 3)**
Equity securities	$ 15,130,071	$ -	$ -
Debt securties	-	515,260	-

NOTE 7: LINE OF CREDIT

The Organization maintains a $500,000 revolving line of credit with a bank. The interest rate was 7.00% at June 30, 2023, 3.25% at June 30, 2022, and 3.75% at June 30, 2021. The line of credit is secured by the Organization's federal, state, and private carrier contracts, with interest due monthly. The line of credit matures in December 2023. As of June 30, 2023, there were no outstanding advances on the line of credit.

NOTE 8: PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization qualified for and received a loan pursuant to the Paycheck Protection Program, a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security CARES Act, from a qualified lender (the PPP Lender), for an aggregate principal amount of $3,630,230 (the "PPP Loan"). The PPP Loan is to be used to pay up to 24 weeks of payroll costs including benefits, interest on mortgages, rent, and utilities. The principal amount of the PPP Loan is subject to forgiveness to the extent the proceeds are used to pay these covered expenses. These funds have been accounted for using the FASB Accounting Standards Codification 470 debt model.

In September 2021, the Organization received confirmation that the PPP Loan had been forgiven in full along with any accrued interest.

NOTE 9: LEASING ARRANGEMENTS

Capital Lease

Assets acquired under capital leases have been capitalized and are included in furniture and equipment on the Statements of Financial Position as of June 30, 2023, 2022, and 2021 at a cost of $729,746, with accumulated depreciation of $729,746 in 2023, 2022, and 2021.

There were no capital lease obligations as of June 30, 2023, 2022, and 2021.

Operating Leases

Lessee

The Organization leases office space and various pieces of office equipment under long-term operating lease agreements. The total rental expense for operating leases for the years ended June 30, 2023, 2022, and 2021 was approximately $86,000, $108,000, and $73,000, respectively.

The following is a schedule of future minimum rental payments required under the above operating leases:

Years ending June 30,	2024	$ 2,478
	2025	2,478
	2026	1,652

Lessor

A portion of the Organization's building is being used for the Organization's operations and the remainder is being leased out under operating lease agreements. Rent income was approximately $195,000, $167,000, and $202,000 for the years ended June 30, 2023, 2022, and 2021, respectively.

Maintenance expense related to this income was approximately $71,000, $64,000, and $86,000, respectively, for the years ended June 30, 2023, 2022, and 2021, which is netted against the rent income in the Statements of Activities as "Real estate investment income, net".

NOTE 10: EMPLOYEE HEALTH CLAIMS

In January 2011, the Organization established a self-insured health plan. Substantially all of the Organization's employees and their dependents are eligible to participate in the Organization's employee health insurance plan. The Organization is self-insured for health claims of participating employees and dependents up to an annual aggregate amount of approximately $4,092,000 at June 30, 2023. Commercial stop-loss insurance coverage is purchased for claims in excess of the aggregate annual amount.

A provision is accrued for self-insured employee health claims including both claims reported and claims incurred but not yet reported. The accrual is estimated based on consideration of prior claims experience, recently settled claims, frequency of claims, and other economic and social factors. It is reasonably possible that the Organization's estimate will change by a material amount in the near term. Total expense for claims for the years ended June 30, 2023, 2022, and 2021, was $3,336,493, $3,568,676, and $2,737,508, respectively.

NOTE 11: EMPLOYEE BENEFIT PLANS

The Organization has a 401(k) profit sharing plan (the Plan). All employees who meet the age eligibility requirement, and who are not leased employees or nonresident aliens, are eligible to participate in the Plan. The Organization's funding policy for the Plan is to make safe harbor contributions based upon 3% of each participant's compensation. The Organization also has the ability to make a discretionary profit sharing contribution to participants. Through December 31, 2017, the Organization elected to make a discretionary profit sharing contribution of 1% of each participant's compensation. Effective January 1, 2018, the Organization elected to cease the discretionary profit sharing contribution until elected otherwise. Employees are immediately vested in the safe harbor contribution. Employees become fully vested in discretionary profit sharing contributions after five years of service. For the years ended June 30, 2023, 2022, and 2021, the Organization made plan contributions of approximately $634,000, $654,000, and $588,000, respectively. The Board of Directors has established a severance pay program. See Note 13 for further details.

NOTE 12: CONCENTRATIONS, CONTINGENCIES AND COMMITMENTS

A material part of the Organization's operations is derived from federal and state contracts. State contracts are renegotiated annually. For the years ended June 30, 2023, 2022, and 2021, these contracts represented 83%, 54%, and 38% of the Organization's total operating revenues, respectively. The loss of these contracts would have an adverse effect on the Organization's ability to continue in existence.

Support funded by these contracts is recognized as the Organization performs the services or incurs outlays eligible for reimbursement under the contract agreements. The services and outlays are subject to audit and acceptance by the awarding agency or their representatives and, as a result of such audit, adjustments could be required.

During the year ended June 30, 2021, the Organization also expanded services to include COVID contract services (See Note 1). These contracts represented 35% and 53% of the Organization's total operating revenues for the years ended June 30, 2022 and 2021, respectively. These services are expected to be temporary, however, the Organization is prepared to adjust recourses as these contracts close out and therefore does not believe that these contracts ending will have an adverse effect on the Organization's ability to continue.

The Organization grants unsecured credit for services provided based on these contracts and other privately funded services. At June 30, 2023, 2022, and 2021, the Organization had extended credit (accounts receivable) of approximately $7,708,000, $6,633,000, and $9,037,000, respectively.

The Organization's employees maintain credit cards that are guaranteed by the Organization. At June 30, 2023, the balance on these cards was approximately $338,000, and the available credit line was approximately $339,000. The Organization monitors the employees' payments of these balances and may withhold payment from the employees' payroll checks.

The Organization is involved in various litigation as of June 30, 2023, arising in the ordinary course of business. The ultimate outcome of such litigation is uncertain. However, management and legal counsel are of the opinion that the resulting outcome of such litigation would have a minimal adverse economic impact on the Organization.

NOTE 13: DESIGNATED NET ASSETS

The Board of Directors has established a severance pay program for the benefit of all employees. This program is intended to compensate employees in the event the federal and/or state contracts are eliminated, either through termination or nonrenewal. For the years ended June 30, 2023, 2022, and 2021, employees who would be terminated for this reason are entitled to one week's severance pay for each year of service up to 12 years. Any expense that would be incurred under this plan will be recognized when it becomes likely that payment of severance pay will be made. At June 30, 2023, 2022, and 2021, the balance of this severance pay is included in "Designated for Future Severance Pay" on the Statements of Financial Position.

NOTE 14: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, marketable debt and equity securities (see Note 5), and a line of credit (see Note 7).

The Organization monitors cash weekly to meet general expenditures and transfers funds from its investment account or draw on the line of credit as necessary for short-term cash flow delays.

The following table reflects the Organization's financial assets as of June 30, 2023, 2022, and 2021, to meet general expenditures within one year of the Statement of Financial Position date.

	2023	2022	2021
Cash and cash equivalents	$ 8,412,229	$ 11,161,937	$ 7,213,063
Accounts and interest receivable	7,721,066	6,637,072	9,040,836
Investments	14,444,569	13,541,401	15,645,331
Less: Designated for future severance pay	2,063,269	1,911,112	1,869,446
	$ 28,514,595	$ 29,429,298	$ 30,029,784

NOTE 15: FUNCTIONAL EXPENSES

During the years ended June 30, 2023, 2022, and 2021, functional expenses were incurred as follows:

	June 30, 2023		
	Program Services	General and Administrative Costs	Total
Salaries	$ 16,951,858	$ 1,042,468	$ 17,994,326
Leave	2,555,202	157,127	2,712,329
Fringe	5,965,216	366,837	6,332,053
Physician advisors	39,566	-	39,566
Consultants	6,495,623	173,929	6,669,552
Travel	591,479	33,511	624,990
Other costs	5,378,899	586,148	5,965,047
Pass through costs	735,641	-	735,641
	$ 38,713,484	$ 2,360,020	$ 41,073,504

	June 30, 2022		
	Program Services	General and Administrative Costs	Total
Salaries	$ 17,248,691	$ 823,670	$ 18,072,361
Leave	2,656,536	126,857	2,783,393
Fringe	6,326,603	302,112	6,628,715
Physician advisors	18,905	-	18,905
Consultants	9,784,466	114,637	9,899,103
Travel	320,602	8,131	328,733
Other costs	5,945,875	454,675	6,400,550
Pass through costs	246,466	-	246,466
	$ 42,548,144	$ 1,830,082	$ 44,378,226

	June 30, 2021		
	Program Services	General and Administrative Costs	Total
Salaries	$ 16,581,050	$ 746,451	$ 17,327,501
Leave	2,381,665	107,219	2,488,884
Fringe	5,440,372	244,917	5,685,289
Physician advisors	33,342	-	33,342
Consultants	15,047,641	309,474	15,357,115
Travel	115,612	19,219	134,831
Other costs	8,306,327	321,440	8,627,767
Pass through costs	512,634	-	512,634
	$ 48,418,643	$ 1,748,720	$ 50,167,363

NOTE 16: SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 6, 2023, the date that the financial statements were available to be issued.

Supplemental Information

Arkansas Foundation for Medical Care, Inc.

Schedule of Expenditures of Federal Awards
Year ended June 30, 2023

FEDERAL GRANTOR/ PASS THROUGH GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	FEDERAL EXPENDITURES
UNITED STATES DEPARTMENT OF JUSTICE:		
Direct programs:		
Harold Rogers Prescription Drug Monitoring Program (PDMP)	16.754	$ 249,766
Pass-through program from Arkansas Department of Human Services:		
Harold Rogers Prescription Drug Monitoring Program (PDMP)	16.754	67,557
Total United States Department of Justice		317,323
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:		
Direct programs:		
Telehealth Program - Rural Communities Opioid Response (Planning)	93.211	358,204
Primary Care Training and Enhancement	93.884	395,917
Pass-through programs from Arkansas Department of Human Services:		
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	56,662
Community-Based Child Abuse Prevention Grants	93.590	18,697
Medicaid Cluster-Medical Assistance Program Title XIX	93.778	16,639,793
Opioid STR	93.788	247,717
National Organizations of State and Local Officials	93.011	1,286,959
Pass-through programs from Arkansas Department of Health:		
Injury Prevention and Control Research and State and Community Based Programs - Substance Use Disorder	93.136	94,193
Activities to Support State, Tribal, Local, and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises - Historically Black Colleges and Universities	93.391	164,200
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	10,000
Total United States Department of Health and Human Services		19,272,342
TOTAL EXPENDITURES OF FEDERAL AWARDS		$ 19,589,665

See Independent Auditor's Report.

Arkansas Foundation for Medical Care, Inc.

Schedule of Expenditures of State Awards
Year ended June 30, 2023

PROGRAM AGENCY/ PROGRAM NAME	STATE AWARD	STATE EXPENDITURES
ARKANSAS DEPARTMENT OF HUMAN SERVICES		
Medicaid Managed Care Services	$ 9,349,111	$ 9,248,447
Medicaid Review Agent for Arkansas	1,547,501	1,704,620
Medicaid Inspections of Care	1,606,452	1,565,485
Community Based Child Abuse Prevention	4,000	4,000
	12,507,064	12,522,552
ARKANSAS DEPARTMENT OF HEALTH		
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	30,714	30,710
TOTAL EXPENDITURES OF STATE AWARDS	$ 12,537,778	$ 12,553,262

See Independent Auditor's Report.

Arkansas Foundation for Medical Care, Inc.

Notes to Schedules of Expenditures of Federal and State Awards
Year ended June 30, 2023

NOTE 1:

The accompanying Schedules of Expenditures of Federal Awards and State Awards includes the federal and state grant activity of Arkansas Foundation for Medical Care, Inc. and is presented on the accrual basis of accounting. The information in these schedules are presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200m *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Arkansas Department of Human Services. Because the schedules present only a selected portion of the operations of Arkansas Foundation for Medical Care, Inc., they are not intended to and do not present the financial position, changes in net assets, or cash flows of Arkansas Foundation for Medical Care, Inc.

NOTE 2:

Expenditures reported on the schedules are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Arkansas Foundation for Medical Care, Inc. has not elected to use the 10-percent de-minimis indirect cost rate allowed under Uniform Guidance.

LANDMARK
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Arkansas Foundation for Medical Care, Inc.
Fort Smith, Arkansas

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of **Arkansas Foundation for Medical Care, Inc.** (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 6, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Landmark PLC, Certified Public Accountants
3101 S. 70th Street | Fort Smith, AR 72903 | Telephone (479) 484-5740 | Fax (479) 484-0670 | www.landmarkcpas.com

Board of Directors
Arkansas Foundation for Medical Care, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Landmark PLC

Fort Smith, Arkansas
November 6, 2023

LANDMARK
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

Board of Directors
Arkansas Foundation for Medical Care, Inc.
Fort Smith, Arkansas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited **Arkansas Foundation for Medical Care, Inc.'s** (a nonprofit organization) compliance with the types of compliance requirements identified as subject to audit in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended June 30, 2023. The Organization's major federal program is identified in the summary of independent auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Landmark PLC, Certified Public Accountants
3101 S. 70th Street | Fort Smith, AR 72903 | Telephone (479) 484-5740 | Fax (479) 484-0670 | www.landmarkcpas.com

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal* control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Board of Directors
Arkansas Foundation for Medical Care, Inc.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Landmark PLC

Fort Smith, Arkansas
November 6, 2023

Arkansas Foundation for Medical Care, Inc.

Schedule of Findings and Questioned Costs
Year ended June 30, 2023

SECTION I. SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

1. The opinions expressed in the independent auditor's report were:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

2. The independent auditor's report on internal control over financial reporting disclosed:

   Significant deficiency(ies)? ☐ Yes ☒ None reported
   Material weakness(es)? ☐ Yes ☒ No

3. Noncompliance considered material to the financial statements was disclosed by the audit?

   ☐ Yes ☒ No

4. The independent auditor's report on internal control over compliance with requirements that could have a direct and material effect on each major federal awards program disclosed:

   Significant deficiency(ies)? ☐ Yes ☒ None reported
   Material weakness(es)? ☐ Yes ☒ No

5. The opinions expressed in the independent auditor's report on compliance with requirements that could have a direct and material effect on each major federal awards program were:

   ☒ Unmodified ☐ Qualified ☐ Adverse ☐ Disclaimer

6. The audit disclosed findings required to be reported by the Uniform Guidance?

   ☐ Yes ☒ No

7. The Organization's major program was the Medical Assistance Program Title XIX (ASLN 93.778) and National Organizations of State and Local Officials (ASLN 93.011).

8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in Uniform Guidance was $750,000.

9. The Organization qualified as a low-risk auditee as that term is defined in the Uniform Guidance?

   ☒ Yes ☐ No

Arkansas Foundation for Medical Care, Inc.

Schedule of Findings and Questioned Costs
Year ended June 30, 2023

SECTION II. FINDINGS RELATING TO THE FINANCIAL STATEMENT AUDIT AS REQUIRED TO BE REPORTED IN ACCORDANCE WITH GENERALLY ACCEPTED *GOVERNMENT AUDITING STANDARDS*

There were no audit findings for the year ended June 30, 2023.

SECTION III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no audit findings for the year ended June 30, 2023.

Arkansas Foundation for Medical Care, Inc.

Summary Schedule of Prior Year Audit Findings
Year ended June 30, 2023

There were no prior year audit findings for the year ended June 30, 2022.

AFMC Board of Directors

Executive Committee	
Danny Wilkerson, MD, *Chair* UAMS	Term expires in 2024 *(Not eligible for re-election)*
Alan Wilson, MD, *Vice Chair* *Drew Surgical Specialists*	Term expires in 2024 *(Not eligible for re-election)*
Derek Pierce, *Treasurer* FORVIS	Term expires in 2025
Jane Sneed, MD, *Secretary* The Children's Clinic	Term expires in 2024 *(Not eligible for re-election)*
Kristin Martin, PA, *Member-at-Large* River Valley Medical Wellness	Term expires in 2025

General Members	
Gary Paxson, RN White River Medical Center	Term expires in 2025 *(Not eligible for re-election)*
Jill Mhyre, MD UAMS	Term expires in 2025
Debby Nye, JD Kutak Rock, LLP	Term expires in 2026 *(Not eligible for re-election)*
Chris Hardin, MD Mana – Fayetteville Diagnostic Clinic	Term expires in 2026 *(Not eligible for re-election)*
Joshua Dilley, MD, Arkansas Anesthesia Associates	Term expires in 2026 *(Not eligible for re-election)*
Glen Fenter, EdD Marion School District	Term expires in 2026 *(Not eligible for re-election)*
Angie Walker, CMC, CMOM De Queen Family Practice & Allergy Clinic	Term expires in 2026 *(Not eligible for re-election)*
Pete Atkinson SAMA Healthcare Services	Term expires in 2026
Marta Loyd, EdD Vistage Worldwide	Term expires in 2026
Michael Stewart Saline Memorial Hospital	Term expires in 2026

Kristina L. Bondurant

Intro Statement
As an epidemiologist, microbiologist, project manager, and program evaluator, I have developed adiverse set of skills. I am astrong communicator withestablished relationships among clients andcommunities. My goal is tocontinue utilizing my uniquebackground to evaluate, educate, and support qualityimprovement efforts. Skills:Epidemiologist, Microbiology and Immunology, Project management, Program evaluation, Analytics, Online science education

Employment
2012-present,
Director & Epidemiologist Data Sciences & Public Health Programs (2021), Interim Director Contact Tracing (2020), Research Services Department, Epidemiologist (2017-2020), Supervisor Program Evaluation (2015-2017), and Epidemiologist (2012-2015), Analytics Department, AFMC, Little Rock, AR

2018-present:
Consultant – Microbiologist. ATC Scientific, North Little Rock, AR

2009-2018,
Adjunct Instructor Department of Environmental and Occupational and Instructor Department of Epidemiology
Fay W. Boozman College of Public Health, UAMS

2007-2011
Breast Cancer Research Study Director, Department of Epidemiology, Fay W. Boozman College of Public Health, UAMS

Education:
2008-2011 University of Arkansas for Medical Sciences, Emphasis: Epidemiology, Degree: MPH, Integration Project: "Primary Immunodeficiency Diseases in Arkansas"

1999-2004 University of Arkansas for Medical Sciences, Major: Microbiology and Immunology, Degree: PhD, Dissertation: "T-Cell Responses to Novel Ovarian Tumor Antigens"

1993-1997 Hendrix College, Major: Biology, Degree: BA Magna Cum Laude Distinction in Biology Undergraduate Research Fellowship through the Science Information Liaison Office of the State of Arkansas: "DNA fingerprinting of Azolla, an aquatic fern."

Training and Certifications
2015 SAS Certified Base Programmer for SAS®9
2019 NPIP Salmonella Diagnostic Workshop
2020 NPIP Avian Influenza Diagnostic Workshop
2021 International HACCP Alliance Introductory Course for Development of HACCP
2022 Certified in Infection Control (CIC®) by CBIC

Service
2022-present Board Member, Home for Healing
2019 Board Member, 2020-2022 Treasurer of the Arkansas Environmental Education Association
2014-present – Member, Council of State and Territorial Epidemiologist (CSTE)

Publications

1. Bondurant, K., Joshi, A., Ray, N. 2020. Physician's role in COVID-19 contact tracing. Journal of the Arkansas Medical Society, Nov;117(5):108-9.

2. Bondurant, Kristina L., Wheeler, J. Gary, Bursac, Zoran, Holmes, Tereasa, Tilford, J. Mick. Comparison of Office-Based versus Outsourced Immunization Recall Services. Clinical Pediatrics. Clin Pediatr (Phila). 2017 Jun;56(6):555-583.

3. Bondurant, K. 2016. Preventing substance abuse with data-driven coalitions. Journal of the Arkansas Medical Society, Apr;112(12):228-9.

4. Jeanette Y. Lee, PhD, V. Suzanne Klimberg, MD, Kristina Bondurant, PhD, MPH, Martha Phillips, PhD, MPH, MBA, Susan Kadlubar, PhD. 2014. Cross-sectional study to assess the association of population density with breast cancer risk. The Breast Journal Cancer. 2014 Nov-Dec;20(6):615-21. Doi: 10.1111/tbj.12330.

5. Bondurant, K.L., Lundgreen A., Herrick J.S., Kadlubar S.A., Wolff R.K., Slattery M.L. 2013. Interleukin genes and associations with colon and rectal cancer risk and survival. International Journal of Cancer. Feb 15;132(4):905-15. Doi: 10.1002/ijc.27660.

6. Slattery, M.L., Lundgreen A., Kadlubar S.A., Bondurant, K.L., Wolff, R.K. 2013. JAK/STAT/SOCS-signaling pathway and colon and rectal cancer. Mol Carcinog. Feb;52(2):155-66. doi: 10.1002/mc.21841.

7. Slattery, M.L., Herrick, J.S., Bondurant, K.L., Wolff, R.K. 2012. Toll-like receptor genes and their association with colon and rectal cancer development and prognosis. International Journal of Cancer. Jun 15;130(12):2974-80. doi: 10.1002/ijc.26314

8. Slattery, M.L., Lundgreen A., Bondurant, K.L., Wolff, R.K. 2011. Tumor necrosis factor-related genes and colon and rectal cancer. Int J Mol Epidemiol Genet. 2(4):328-38. Epub 2011 Oct 20.

9. Slattery, M.L., Lundgreen A., Bondurant, K.L., Wolff, R.K. 2011. Interferon-signaling pathway: associations with colon and rectal cancer risk and subsequent survival. Carcinogenesis. Nov;32(11):1660-7

10. Bondurant, K.L., Harvey S.A., Klimberg, S., Kadlubar, S.A., Phillips, M.M. 2011. Establishment of a Southern Breast Cancer Cohort. The Breast Journal. May-Jun 17(3):281-288. DOI: 10.1111/j.1524-4741.2011.01082.x

11. Bondurant, K.L., Crew, M.D., Santin, A.D., O'Brien, T.J., Cannon, M.J. 2005. Definition of an immunogenic region within the ovarian tumor antigen stratum corneum chymotryptic enzyme. Clin. Cancer Res. 11(9):3446-3454.

12. Khanolkar, A., Fu, Z., Underwood, L.J., Bondurant, K.L., Rochford, R. and Cannon, M.J. 2003. CD4+ T cell-induced differentiation of EBV-transformed lymphoblastoid cells is associated with diminished recognition by EBV-specific CD8+ cytotoxic T cells. J. Immunol. 170:3187-3194.

13. Cannon, M.J., O'Brien, T.J., Underwood, L.J., Crew, M.D., Bondurant, K.L., and Santin, A.D. 2002. Novel target antigens for dendritic cell immunotherapy of ovarian cancer. Exp. Rev. Anticancer Therapy 2:89-97.

KENT THOMPSON, MPH

Manager, Data Sciences

Dedicated and accomplished professional in data collection, analysis, and surveillance, program evaluation and survey design, with 13+ years' experience managing multiple projects. Offers expertise on the full range of evaluation design and analysis. Experienced REDCap administrator, successfully planning system design, and leading and managing system development, testing, and maintenance, and training users.

EDUCATION

Master of Public Health, Emphasis in Biostatistics

2014 University of Arkansas for Medical Sciences
Little Rock, AR

Bachelor of Arts, Biology

2007 Hendrix College
Conway, AR

Core Competencies
10 years program evaluation and survey experience
AFMC ArcGIS Administrator
AFMC REDCap Administrator
13 years REDCap system design, development, testing, user training, technical assistance
REDCap system quality assurance and quality control
Direct program evaluation operations
Collaborate with clients and stakeholders to develop projects and solutions
Data collection, analysis, and reporting
Survey and evaluation design
Create and maintain data dictionaries Develop user guides and training materials
Develop Standard Operating Procedures (SOPs) for using, managing, and updating REDCap systems
Project management
SAS Certified Specialist: Base Programming
AFMC Salesforce Administrator

AFMC CURRENT PROJECTS

University of Arkansas at Little Rock MidSOUTH Center for Prevention and Training FFY 2022 – present

Manager, Data Sciences
Supervisor, Program Evaluation

AFMC created the Arkansas Substance Abuse Prevention and Treatment Block Grant (SABG)/Block Grant Regional Monthly Report that replaced the Web Infrastructure for Treatment Services (WITS) System. This program was created in AFMC's REDCap instance and then uploaded to UALR's REDCap system.

New Hampshire Department of Health and Human Services 2020 – present

Manager, Data Sciences
Supervisor, Program Evaluation

AFMC's team created the New Hampshire Substance Abuse Prevention and Treatment Block Grant (SABG) Report in REDCap that replaced their WITS system.

Arkansas Department of Human Services, Division of Adult, Aging, and Behavioral Health Services (DHS-DAABHS) 2018 – present

Manager, Data Sciences

Supervisor, Program Evaluation

AFMC developed a data collection and management plan utilizing REDCap and the SPARS. Subgrantees enter project-related data into the database, which provides browser-based methodology for designing clinical and translational databases. AFMC's Analytical Services team monitors monthly and quarterly reports in SPARS and REDCap to track progress on performance measures and objectives as well as relevant clinical, administrative, and field activities for the projects.

Responsibilities: For each of the projects above, I performed the following duties as a Supervisor, Program Evaluation:

- Approve projects and project changes
- Administer and monitor REDCap software and schedule future upgrades
- Work with the Information Technology department to ensure system integrity by evaluating, implementing, and managing technical solutions
- Provide ongoing technical support and end user education

New Hampshire Department of Health and Human Services 2020 – present

Manager, Data Sciences

Lead Evaluator

AFMC developed evaluation protocol for the prevention, treatment, and recovery programs in the state. Project includes staff and client interviews and data collection analysis. Created virtual data collection instruments for state and federal reporting purposes, geospatial data dashboards, and intensive evaluations of the prevention, treatment, and recovery programs. AFMC's team created the New Hampshire Substance Abuse Block Grant Report in REDCap that replaced their WITS system.

Arkansas Department of Human Services, Division of Adult, Aging, and Behavioral Health Services (DHS-DAABHS) 2018 – present

Manager, Data Sciences

Lead Evaluator

AFMC developed a data collection and management plan utilizing REDCap and the SPARS. Subgrantees enter project-related data into the database, which provides browser-based methodology for designing clinical and translational databases. AFMC's Analytical Services team monitors monthly and quarterly reports in SPARS and REDCap to track progress on performance measures and objectives as well as relevant clinical, administrative, and field activities for the projects.

Responsibilities: For the two projects listed above, I performed the following duties as a Lead Evaluator:

- Collect, analyze, interpret, and report data for the purposes of providing and informing substance misuse policies, programs, and practices
- Design evaluation protocol
- Assist in data collection, analysis, and reporting

- Manage staff and activities

AFMC PAST PROJECTS

Arkansas Department of Human Services, Division of Adult, Aging, and Behavioral Health Sciences (DHS-DAABHS) 2016 – 2022

Department of Justice, Category 6 Grant: Data Collection Through Collaboration: Building a Comprehensive Dashboard and Archival Risk Factors 2018 – 2022

Program Manager

Data-sharing initiative that included receiving and compiling an opioid database from the AR Department of Health Prescription Monitoring Program, the State Crime Laboratory, AR Coroner's Association, and the Arkansas Hospital Association. AFMC developed an online dashboard that protects patient confidentiality that is available to the public and stakeholders. The data helps support in-depth research and identifies spikes in drug crimes, areas of special need, and resource gaps.

State Targeted Response to the Opioid Crisis (STR) Grant 2018 – 2021

Lead Evaluator

AFMC evaluated outcomes of education, training programs, naloxone distribution and assessed availability of treatment/prevention resources across the state, primarily Medication-Assisted Treatment (MAT) with buprenorphine. AFMC's statistical efforts informed need for additional measures and evaluated high-needs communities by assessing program implementation & progress toward goals.

Prescription Drug/Opioid-Related Deaths (PDO) Grant 2016 – 2021

Lead Evaluator

AFMC evaluated outcomes of education, training programs, and naloxone distribution and assessed availability of treatment/prevention resources across the state, primarily Medication-Assisted Treatment (MAT) with buprenorphine. AFMC's statistical efforts informed the need for additional measures and served to evaluate high-needs communities by assessing program implementation and progress toward goals.

State Epidemiological Outcomes Workgroup (SEOW) 2017 – 2020

Lead Evaluator

AFMC provided policy-relevant analysis to state and community leaders by comprehensively assessing the health and societal factors that contribute to substance abuse.

Partnership for Success (PFS) Grant 2017 – 2020

Lead Evaluator

AFMC's evaluation team members provided a state-level evaluation plan, submitted community-level outcomes data, and provided technical assistance for both contracting agencies and 31 community-level sub-recipients of PFS funding located throughout Arkansas. AFMC reported evaluation findings to the State, funded subrecipients, and federal partners.

Responsibilities: For each of the projects above, I performed the following duties as a Lead Evaluator:

- Provide statewide needs assessment
- Assist in data collection, research, and planning

- Perform substance abuse primary evaluation activities
- Oversee internal and federal reporting programs

Alabama Department of Mental Health 2018 – 2019

State Targeted Response to Opioid Crisis (STR) Grant

Lead Evaluator

Designed to provide states with the support needed for reducing unmet treatment needs and reducing opioid overdose-related deaths through the provision of prevention, treatment, and recovery activities for opioid use disorder (OUD). AFMC evaluated these services.

Medication Assisted Treatment – Prescription Drug and Opioid Addiction (MAT-PDOA) Grant

Lead Evaluator

Designed to affect targeted capacity expansion in Jefferson and Walker counties which had experienced significantly higher opioid overdose and subsequent death rates per population when compared to other Alabama counties. Grant objectives included increasing access to MAT for sufferers of opioid use disorder, raising awareness of the opioid epidemic in the state, reducing the misuse of prescription opioids, and making Naloxone available in these underserved areas.

EXPERIENCE

Arkansas Foundation for Medical Care (AFMC), Little Rock, AR 2015 – present

Manager, Data Sciences 2022 – present

Supervisor, Program Evaluation 2017 – 2022

- Manage and direct Analytic and Program Evaluation staff to conduct activities for multiple contracts
    - Needs Assessments
        - Annual Opioid Needs Assessment to determine which Arkansas counties are at highest risk for opioid overdose and need intervention
    - Evaluation Plans, evaluations, data-driven instruction, and analysis
    - Data Dashboards
        - Ex. Arkansas Opioid Response Dashboard
    - Surveys
    - Treatment and Recovery Center Site Visits, both in person and virtual
    - Interviews
    - Focus Groups
        - Arkansas Works Medicaid Expansion
        - Arkansas Prevention Tools
- Collaborate with clients and stakeholders to design projects and solutions
- Design, develop, test, perform walkthroughs, and develop reports for external REDCap systems

Statistician II 2015 – 2017

- Implemented and managed local (AFMC) install of REDCap electronic data capture system; included creation and distribution of numerous electronic surveys as well as utilized the double-data entry feature to allow data entry staff to enter paper data accurately and efficiently

- Data analysis with multiple projects associated with Arkansas's Medicaid program and the State Epidemiological Outcomes Workgroup (SEOW)
- Created yearly report/informational tools for the SEOW
- Technical assistance for subrecipients of the PFS grant
- Salesforce administrations specifically with Patient-Centered Medical Home – Quality Assurance program

University of Arkansas for Medical Sciences, Little Rock, AR 2011 – 2015

Childhood Obesity Prevention Research Program – Arkansas Children's Hospital

Administrative Specialist 2011 – 2015

- Conducted statistical analysis, including agreement analysis and logistic analysis
- Data management
- Created and implemented a mobile REDCap system
- Created physical and electronic data collection instrument
- Collected data on numerous populations including middle school students, parolees, medical students, etc.
- Trained and supervised masters-level dietetic and public health interns
- Graphical design including the creation of newsletters, scientific posters, and various other publicity materials
- Website design and management

SELECTED ADDITIONAL TECHNICAL EXPERIENCE

Lead Evaluator

Analyzing Health Disparities in Arkansas January – August 2014

Conducted a Bayesian analysis of the 10-year disparity in life expectancy between counties in northwest and southeast Arkansas

CONFERENCES

REDCapCon 2015 – 2017, 2020 – 2022

Provides REDCap administrators, technical team members, and end users who maintain and support REDCap at their own institutions and who provide global support of REDCap through consortium efforts to connect, increase their knowledge base, and learn about upcoming features of the REDCap platform.

Harvard Catalyst, Boston, Massachusetts 2022
Online/Virtual via Zoom 2021
Online/Virtual via Zoom 2020
Weill Cornell Medicine, New York City, New York 2017
Duke University, Durham, North Carolina 2016
Oregon Clinical and Translational Research Institute, Portland, Oregon 2015

Sydney S. Lewis-Suttles

Curriculum Vitae

Home Address/Phone

[redacted]

E-mail: [redacted]

EDUCATION

University of Arkansas for Medical Sciences, Little Rock, Arkansas

Concentration:	Biostatistics
Degree:	Master of Public Health
Attended:	August 2017 – Present
Tentative Graduation:	May 2019

Lyon College, Batesville, Arkansas

Major:	Psychology
Degree:	Bachelor of Arts
Awarded:	May 2016
Attended:	January 2014 – May 2016

University of Arkansas Community College at Batesville, Batesville, Arkansas

Major:	General Education
Degree:	Associate of Arts
Awarded:	December 2013
Attended:	August 2012 – December 2013

PRECEPTORSHIP

Aug 2018 – Dec 2018

Analytics Department Intern

Arkansas Foundation for Medical Care, Little Rock, Arkansas

Created a Needs Assessment based on Adverse Childhood Experiences (ACEs) for counties in Arkansas. Worked extensively with SAS. Improved skills in SAS, including: PROC SQL, PROC GMAP, macros, left joins, and right joins.

EXPERIENCE

Jan 2023 – Current
Supervisor Data Sciences
Arkansas Foundation for Medical Care
Responsible for managing Survey Research, data collection and reporting by controlling internal utilization and external dissemination of the survey research, managing related staff and coordinating with appropriate staff to provide improved readability, timely analysis and reporting, benchmarking, and trending of survey research data for research and quality improvement within AFMC, and to optimize related services to all AFMC clients. Support the organization's mission, vision, and values by exhibiting the following behaviors: Honesty, Excellence Accountability, Respect and Teamwork.

Aug 2021 – Jan 2023
Healthcare Data Scientist II
Arkansas Foundation for Medical Care

Feb 2019 – Aug 2021
Statistician
Arkansas Foundation for Medical Care

October 2018 – Feb 2019
Principle Investigator
Integrated Learning Experience, UAMS
ILE title: "A Preliminary Analysis of Potential Indicators of the Opioid Epidemic in Arkansas." The purpose of this analysis is to identify possible indicators of opioid-related over dose deaths throughout the 75 counties in Arkansas. Statistics will be analyzed using SAS and R. Research will be collected and analyzed over two semesters. Research will then be presented during Student Research Day at UAMS.

Aug. 2015 – May 2016
Researcher
Senior Thesis, Department of Psychology, Lyon College
Senior thesis title: "Perceptions of Yourself and Others: The Relationship between Emotional Intelligence and Gender." The purpose of this study was to determine if there was a relationship between emotional intelligence and different aspects of gender: masculinity, femininity, and androgyny. Participants were asked to predict the emotions of a series of facial expressions after being primed to think in a masculine way, feminine way, or androgynous way. Research was conducted and data was analyzed independently over the course of two semesters. Statistics were analyzed using SPSS. Research was subsequently presented to an audience of approximately 100 peers and colleagues.

Aug. 2015 – Dec. 2015
Researcher
Intermediate Research Methods, Department of Psychology, Lyon College
Research included: examination of the relationship between emotional intelligence in student athletes versus emotional intelligence in college students. Statistics were analyzed using SPSS. Research was conducted and data was analyzed with a group of three other student researchers.

Aug. 2014 – Dec. 2014 **Researcher**
Psychology of Propaganda, Department of Psychology, Lyon College
Research included: content analysis of the types of messages conveyed in a variety of political propaganda commercials. Statistics were analyzed using SPSS. Research was collected and data was analyzed with two other student researchers.

AWARDS AND HONORS

2016	Member of Psi Chi, the International Honor Society in Psychology
2014	Dean's List, Lyon College
2012-2013	Member of Phi Theta Kappa Honor Society
2012-2013	Dean's List, University of Arkansas Community College at Batesville

ACTIVITIES

Member, Circle K International, Lyon College & University of Arkansas Community College at Batesville, August 2012 – May 2016

Volunteer, Big Brothers Big Sisters Organization, Batesville, AR, November 2012 – May 2013

Volunteer, Arkansas Special Olympics, 2011 - Present

REFERENCES

Patrick Mulick, Ph.D., Vice President for Student Life and Dean of Students; Assistant Professor
Department of Psychology
Lyon College
[redacted]

D. Keith Williams, PhD., Professor
Department of Biostatistics
University of Arkansas for Medical Sciences
[redacted]

Jennifer Daniels, Ph.D., Assistant Professor
Department of Psychology
Lyon College
[redacted]

Jason Bass

[redacted]

JOB OBJECTIVE

To obtain a job as a statistician with responsibilities centered around healthcare data

EXPERIENCE

Healthcare Data Scientist III Sept 2021 - Present

Arkansas Foundation for Medical Care

Job Responsibilities

Provide statistical support for the development of measurement/re-measurement techniques, data analysis and reporting of quality improvement projects, surveys and HEDIS needs. Assist in the coordination of data activities for specific projects and assure compliance with established protocols and contractual requirements. Support the organization's mission, vision, and values by exhibiting the following behaviors: Honesty, Excellence Accountability, Respect and Teamwork.

Lead Actuarial Analyst Dec 2013 – Sept 2021

Arkansas Blue Cross Blue Shield

Job Responsibilities

- Use CMS-HCC MA Risk Adjustment Model to project mid-year payment
- Built tool to summarize HCC history of any chosen MA member
- Calculate ROI for MA In Home Assessment program
- Built tool to identify gaps in HCC history in order to target members for In Home Assessment
- Support in MA bid (OOPC and TBC calculation, PBP edits, ran consistency tests, upload bid)
- Support in MA MLR calculation
- Monthly reporting for accounting (LICS, Gap discount, rebates)

Mathematics Instructor Aug 1999 – Dec 2013

Pulaski Technical College

Job Responsibilities

- Taught College Algebra, Trigonometry and Calculus
- Mentored three students who eventually became actuaries

ACTUARIAL EXAMS

- Exam P/1: Passed March 2013
- Exam FM/2: Passed October 2013
- Exam MFE: Passed July 2014
- Exam C: Passed October 2017
- VEE Requirements : Econ: Passed June 2014

- FAP Requirements:
  Corporate Finance: Passed August 2015
  Statistics: Passed July 2016
  Interim Assessment: Passed December 2015
  Final Assessment: Passed March 2016

EDUCATION

- Master of Science in Applied Mathematics — May 1998
  University of Arkansas at Little Rock
- Bachelor of Science in Mathematics — May 1996
  University of Arkansas at Little Rock

LEADERSHIP

Supervise Summer Intern — Summer 2018, 2019
Arkansas Blue Cross Blue Shield

Job Responsibilities
- Taught intern CMS-HCC Risk Adjustment Model
- Worked on intern presentation skills
- Mentored intern on SOA exams

Supervise Summer Intern — Summer 2016
Arkansas Blue Cross Blue Shield

Job Responsibilities
- Taught intern CMS-HCC Risk Adjustment Model
- Worked on intern presentation skills
- Mentored intern on SOA exams

Mathematics Department Chair — Aug 2000 – May 2013
Pulaski Technical College

Job Responsibilities
- Supervised 10-12 part time instructors
- Planned schedule of classes for the entire department

SKILLS

- Proficient in Microsoft Excel, Word and PowerPoint
- Proficient in SAS

Hobbies

- Camping
- Shelter dogs
- Pyrotechnics

Diego Caraballo

[redacted]

Authorized to work in the US for any employer

Work Experience

Healthcare Data Scientist
AFMC - Little Rock, AR
September 2021 to Present

Currently working on maintaining and updating AFMC's dashboards on Methamphetamine Use and one Peer Recovery Support in New Hampshire. Other projects include working with MidSOUTH on the state's SYNAR project, and AFMCs yearly Arkansas Risk Factors report.

Demographic Researcher
University of Arkansas at Little Rock - Little Rock, AR
January 2019 to September 2021

Working as support for various projects as part of the Arkansas Economic Development Institute doing data gathering and analysis. Independently created short blog posts discussing different aspects of demographic trends, impacts, and inequalities in Arkansas.

Auditor
RSM Puerto Rico - San Juan
March 2018 to May 2018

Worked across Puerto Rico auditing various communications towers as a subcontract from Sprint and Open Mobile (PR Wireless)

Independent Researcher
University of Texas at Austin - Austin, TX
August 2017 to May 2018

Provided consultation and data analysis for Erin Rodriguez on a project related to predictors on childhood asthma.

Independent Researcher
Kenyon College - Gambier, OH
June 2016 to May 2017

Provided consultation and data analysis for Irene Lopez on a project related to predictors on childhood panic attacks.

Research Assistant
Puerto Rican Census Department - San Juan, PR
August 2016 to October 2016

Internship. Assisted in editing databases and creating map charts on QGIS to illustrate the prevalence of various causes of death in Puerto Rico.

Research Assistant
Center for Behavioral Research - University of Puerto Medical Sciences campus - San Juan, PR
October 2015 to May 2016

Performed data analysis on survey data for Rafael Ramirez, Ligia Chavez, and Irene Lopez.

Research Assistant

Center for Socio-medical Research - University of Puerto Rico Medical Sciences campus - San Juan, PR
2013 to 2014

Prepared data bases and documented descriptive analysis of variables utilizing SPPS and SAS.

Education

SAS Certified Specialist: Base Programming Using SAS 9.4

SAS Global Certification Program
2023

Master's in Demographic Studies

University of Puerto Rico Medical Sciences Campus
2015 to 2018

Certificate in Sampling Program for Survey Statisticians

University of Michigan
2017

Bachellors in mathematics

University of Puerto Rico in Cayey - Cayey, Puerto Rico, US
August 2009 to May 2015

Skills

- Research (4 years)
- Data Analysis
- Statistics
- Blogging
- SAS
- R
- SQL

Languages

- Spanish - Fluent
- English - Fluent

Publications

Self-Reported health Status and Mortality Among Older Adults in Puerto Rico Between 2002 and 2006

Demography master's thesis. Utilized survey data to research various demographic, medical, and economic predictors in relation to how elderly people in Puerto Rico viewed their health and their mortality.

What Predicts an Ataque de Nervio? – Preliminary Results of a Longitudinal Study with Puerto Rican Children

September 2016

In coordination with other researchers, utilized survey data to study various predictors and their relationship to childhood panic attacks.

Does the Predictive Power of Comparative Health Status for Subsequent Mortality Vary by Comparison Frame Among Elder Puerto Ricans?

2016

Used data from the Puerto Rican Elderly Health study to explore how mortality was affected based on how elderly people compared their health to others.

TONOKA BATTS-SETTLES
[redacted]

CAREER OBJECTIVE

Experienced Bankruptcy Paralegal with over 15 years customer service, legal and administrative experience, seeking a full-time position in a result driven organization.

SUMMARY OF QUALIFICATIONS

*Strong accounting skills; accounts payable, accounts receivable, general ledger, inventory control.
*Enthusiastic and determined individual with ability to build long-lasting relationships, and ensure high levels of customer satisfaction.
*Excellent written, oral, and presentation skills
*Strong planning, organizational, and multi-tasking skills
*Outstanding interpersonal skills
*Extensive customer service experience
*Self-motivated, entrepreneurial initiative, strong work ethic and passion for success.
*Exceptional Computer Skills: LPS, CPI, FX, Trustee Network 13 Website, PACER, Aacer Best Case, Top Form, QuickBooks, Microsoft Office XP, Windows Vista and (Word, PowerPoint, Excel, Outlook)

PROFESSIONAL EXPERIENCE

Arkansas Foundation of Medical Care, Little Rock, AR February 2017- Present
Specialist Healthcare Evaluation

Assist in coordinating team schedules provide excellence in customer service, provide administrative support, support project management, assist in coordination of employee relations activities, coordinate and organize team internal and external business meetings, communicate effectively with all internal and external customers, coordinate exhibit opportunities and attend exhibitions, maintain inventory of prevention tools and maintain the database of prevention tool requests from the prevention website. Communicate with community stakeholders and assist with questions pertaining to prevention tools and books.

Wilson and Associates, LLC, Little Rock, AR Feb 2006-March 2007 & August 2012 -May 2016
CSA II- Legal Assistant
Promoted to Legal Assistant December 2015 Responsible for accurately and timely preparing and processing all chapter 7 and chapter 13 proofs of claim and chapter 7 motions for relief for multiple clients. Responsible for trustee follow up reporting and reconciling as well as figure reviews for counsel. Responsible for using best practices for increased productivity and meeting increased business volume with high demand clients. Excellent with time and case management, ensuring the meeting of deadlines and needed documentation requested and attained in order to meet said deadlines. Ensured reporting for daily, weekly and monthly tasks completed accurately and quickly and that any areas with challenges were addressed and resolved.

Madden Law Firm, Little Rock, AR March 2008 - August 2012
Office Manager
Managed a Bankruptcy Firm in Little Rock, AR and overseen the day-to-day operations of our four satellite offices in Hot Springs, Conway, Pine Bluff, and West Memphis, AR.
Managed office of eight (8) support staff members and threes (3) attorneys.
I served as the Attorney-Client Liaison. I handled client complaints within the offices and ensured that client intakes complied with the Bankruptcy Rules for Policy and Procedures. Responsible for all E-filing with the United States Bankruptcy Court. As office manager, I attended Creditor/Debtor Bar meetings each month to report to Counsel. Coordinated attorneys' schedules to meet the demand of client appointments. I also traveled to various satellite offices to meet with potential clients.
While serving as the manager, I implemented a time keeping system, established, and structured HR policies. Implemented the petty cash system Responsible for accounts payable and receivables. Maintain our inventory of supplies and ensured the latest updates on all software and warranties. Met with various vendors to negotiate contracts and leases.

Wesley Chapel United Methodist Church, Little Rock, AR April 2008-May 2010
Church Administrative Assistant

Assisted the Pastor and Associate Pastors with administrative duties and weekly liturgy. Assisted in Research. Maintain the membership database. Prepared a weekly bulletin. Overseen special programs and projects. Attended workshops for continual education according to the Book of Discipline. Coordinated luncheons and meetings. Assisted in Chapel on Wednesday for the Students at Philander Smith College. Maintain updates on software and warranties for the Wesley Chapel.

Crawley & Deloche, PA, Little Rock, AR March 2007- February 2008
Paralegal/Office Manager

Responsible for the day-to-day operations of the office. Schedule appointments for the Attorney. Served as liaison for Attorney to client. Responsible for client intakes and ensure the e-filing of clients' bankruptcy petitions. Tracking of creditor meetings and Bankruptcy Court hearings. Responsible for the court dockets to ensure settlements. Responsible for accounts receivables. Ensure payment of filing fees in a timely manner and in full.
Scheduling appointments. Maintain the petty cash box. Maintain/tracking of IOLTA Account.

Dickerson Law Firm, P.A., Little Rock, AR April 2001-December 2005
Administrative Assistant/Paralegal

Worked the scheduling desk where appointments for the attorneys are scheduled. Coordinated with the attorney their calendars daily to ensure of proper staffing within each office. Scheduled return appointments for clients with the Paralegals. Responsible monthly statistics each month. Responsible for petty cash in the office. Assisting Paralegals for data entry of clients' information and pulling clients credit reports. Answer multi-line phones. Assisted our Director of Administration with employee benefits. Traveling to satellite offices for audits and to assist attorneys.

EDUCATION

Associates of Arts Degree in Business Management
Pulaski Tech, AR Expected December 2022

Honors Degree
Mountain Pine High School, Mtn. Pine, AR May 1992

CERTIFICATIONS AND LICENSES

United States Federal Bankruptcy Court
Certification of Federal Bankruptcy E-Filing May 2003

State of Arkansas November 2015
Ordained Minister Credentials

Arkansas Prevention & Certification Board Pending for December 2022
Prevention Specialist

MEMBERSHIPS/COMMUNITY SERVICE/ ACTIVITIES

- Member of the APHA- American Public Health Association
- Member of the ArPHA- Arkansas Public Health Association
- Member of the APNet- Arkansas Prevention Network
- Member for the ACE's Coalition- Arkansas

Linda Miller Newell

[redacted]

LMN

Skills

My position requires oversight, management, coordination, development and interpretation of all survey research; establishing procedures to use survey research more effectively upon production of reports and for encrypting identifiers within the reports to communicate with Medicaid and other stakeholders to ensure required privacy, review project performance, implement changes as needed to improve and effectively document services ensuring accuracy, consistency, and quality. My skills include statistical analysis using SAS and SQL I am able to data mine with large data sets to provide descriptive statistics, one- and two-sample tests, ANOVA, correlation, linear and multiple regression, analysis of categorical data and logistic regression. I also have experience with REDCap, Microsoft Office, Sage, Quicken and QuickBooks.

Certifications

SAS Certified Base Programmer — Aug 2015

SAS Certified Advanced Programmer Performance -Based Delta — Dec 2021

Education

Graduate Certificate in Applied Statistics, 4.0 GPA — May 2015
University of Arkansas, Little Rock, Arkansas

Bachelor of Science Degree in Mathematics, Minor in Statistics, 3.8 GPA — May 2013
University of Arkansas, Little Rock, Arkansas

Damerow Endowed Mathematics and Statistics Scholarship Recipient — 2011-2012

Dean's List, Chancellor's List, UALR — 2011-2012

National Park Community College — 2008-2010
Hot Springs, Arkansas

President's Award, NPCC — 2008, 2010

Experience

Manager, Data Sciences — May 2022-Present
AFMC– Kristina Bondurant, PhD

Responsibilities: Oversight, management, and development of survey research requirements. Monitor and report on data project management, establish and maintain internal quality control procedures for data collection, summarize report results for clients. Effectively meet, manage, and

communicate with team staff and ensure the quality and accuracy of employees' work product while monitoring timelines for deliverables. Communicate with AFMC management, stakeholders, and clients to ensure deliverables and obtain approvals.

Supervisor, Survey Research **Sep 2017-April 2022**

AFMC– Kristina Bondurant, PhD

Responsibilities: Managing survey research, data collection and reporting by controlling internal utilization and external dissemination of the survey, managing related staff and coordinating with appropriate staff to provide improved readability, timely analysis and reporting, benchmarking, and trending of survey research data for research and quality improvement within AFMC, and to optimize related services to all AFMC clients. Review project performance, implement changes as needed to improve and effectively document services, simplify workflow and assure compliance with contract requirements and continuous quality improvement and quality assurance protocols.

Statistician I **June 2015-Sep 2017**

AFMC– Gina Redford

Responsibilities: Provide statistical support for the development of measurement/re-measurement techniques, data analysis and reporting of quality improvement projects, surveys and HEDIS needs. Assist in the coordination of data activities for specific projects and assure compliance with established protocols and contractual requirements. Interpret, summarize and document results from statistical analyses.

Database Analyst **Oct 2014-May 2015**

Oaklawn Jockey Club; Information Technology– Chad Smith

Responsibilities: Translate business questions into defined analytics. Provide and present data reporting, results, and analysis through SQL and Access query methods. Create automated daily reports through Microsoft SQL Server Report Builder for senior management.

Payroll Manager **1992-2015**

Ronald Scott Exum, M.D.

Responsibilities: I prepared A/R monthly >$100,000.00, A/P, Payroll, Annual payroll > $1,200,000.00, tax payments. I negotiated physician salaries on the part of physician. I facilitated the credentialing of physicians to gain privileges at hospitals. I scheduled emergency room physician coverage per federal guidelines for three hospitals.

MAYUMI TAKADA

Senior Healthcare Data Scientist

EDUCATION

Licensure, Practical Nurse

2010 – 2012 University of Arkansas - Pulaski Technical College
North Little Rock, AR

Bachelor of Science, Computer & Information Science

1991 – 1993 Arkansas Tech University
Russellville, AR

Associate of Applied Science, Computing & Information Systems

1987 – 1990 Westark Community College
Fort Smith, AR

Core Competencies
29 years of analytics and statistician experience
Certified Base and Advanced programmer for SAS 9
Data mining experience

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR 1994 – present

Statistician Team Lead, Senior Statistician, Statistician I, Data Analyst

- Provide statistical support for the development of measurement/re-measurement techniques, data analysis, and reporting of quality improvement projects and surveys
- Use analytic modeling skills to build coefficients in support of initiatives at AFMC
- Assist in the coordination of data activities for specific projects and assure compliance with established protocols and contractual requirements
- Assume a project/team leader role on assigned projects/processes

CERTIFICATIONS

SAS Certified Advanced Programmer for SAS 9 September 2014

SAS Certified Base Programmer for SAS 9 June 2013

CONTINUING EDUCATION

- Administrative Healthcare Data and SAS: Hands-On programming Workshop (Aug. 2016)
- Data Cleaning Techniques (Live Web Class) at SAS institute (June 2016)
- How to Become A Top SAS Programmer at SAS Global Forum 2016 (April 2016)
- Advanced SAS Programmer Certification (e-Learning) (2014)
- Base SAS Programmer Certification (e-Learning) (2013)
- Intermediate/Advanced ODS at SESUG Conference, SC (Nov. 2007)
- SAS Macros, ODS Tip for SAS Programming at SCSUG Conference, Little Rock
- Probability and Statistics, Visual Basic(VB.NET) at University of Arkansas (Fort Smith)
- MS Access classes at Westark Community College
- SAS Programming, SAS Advanced Programming, SAS Graph, Basic

- PROC SQL Programming: The Basics and Beyond and Building Reusable Macro Tools with the SAS Macro Language at SCSUG Conference, TX (Oct. 2008)

Statistics Using SAS Software at SAS Institute.

PRESENTATIONS

Presented 'Reading Multiple XML Files into One SAS Data' at SCSUG Conference, TX. October 2008

Shalini Manjanatha
Senior Healthcare Data Scientist

EDUCATION

1990 Bachelor of Science, Major in Statistics, trained in computer-based methods and techniques for statistics collection and analysis,
Iowa State University, Ames, Iowa

WORK EXPERIENCE

Arkansas Foundation for Medical Care **Sept. 2021 – Present**
Senior Healthcare Data Scientist

- Provide statistical support, data analysis and reporting of quality improvement projects, surveys and HEDIS needs.
- Assist in the coordination of data activities for specific projects.
- Produce graphs, charts, and other visual representations of data.
- Oversee work of junior staff; validate others' work as needed.

Statistician **Sept. 2019 – Sept 2021**

- Provided data analysis and reporting of quality improvement projects, surveys & HEDIS needs.
- Downloaded data from large databases and generate SAS code to edit data for accuracy and completeness.
- Manipulated data and conducted data analysis using SAS.
- Interpreted, summarized, and documented results from analyses.
- Assisted in data verification and verification of results as required.
- Updated project methodologies as needed to accomplish project goals and objectives.

Center for Health Statistics
Arkansas Department of Health, Little Rock, AR **Jun. 2007 – Aug. 2019**
Software Support Analyst

- Generated SAS edit programs for data cleaning & verification.
- Used SAS to link different data files, and generated reports in different formats like HTML, RTF, PDF, and Excel using SAS ODS.
- Used SAS Macros to do common tasks like linking data files, Dynamic Data Exchange (DDE) to send data to Excel, Word or to read in data from Excel to SAS system.
- Assisted colleagues with SAS programs for different projects like Youth Risk Behavior Survey (YRBS), and Behavior Risk Factor Surveillance System (BRFSS) as and when needed.
- Used various SAS Procedures like Proc Freq, Proc Print, Proc Genmod, Proc Report, Proc Summary, Proc Means, and Proc Logistic & Proc Tabulate to analyze data and generate reports.
- Worked on data requests from inside and outside the agency and provided reports in a timely manner.

Medical Economist **Aug. 2000 – May 2007**

- Developed SAS Programs for data cleaning, validation, analysis, and report generation.
- Developed survey edits criteria and implemented them with SAS edit programs, conducted statistical

analyses of surveys to identify areas of interest, developed and produced reports to convey survey results to communities, and coordinated the collection of data from the Counties.

- Used SAS to import/export data to external file formats like Excel and flat files and modify datasets using Set, Merge, Sort and Update Formats & Functions.
- Wrote SAS macros to create tables, graphs and listings and generated graphs & charts using SAS procedures like Proc Gplot and Proc Gchart.
- Worked on different projects like Youth Risk Behavior Survey (YRBS), Behavior Risk Factor Surveillance System (BRFSS), and Pregnancy Risk Assessment Monitoring System (PRAMS).

Health Program Analyst **May 2000 – Jul. 2000**

- Developed SAS Programs for data cleaning, validation, analysis, and report generation. Developed survey edits criteria and implemented them with SAS edit programs.
- Worked on County level Youth Risk Behavior Survey (YRBS) and Behavior Risk Factor Surveillance System (BRFSS).

Arkansas Children's Hospital, Little Rock, AR **Jul. 1995 – Nov. 1995**
Department of Pediatrics/CARE
Data Analyst

- Converted excel and text data files to SAS datasets, cleaned and prepared datasets for analysis.
- Assisted faculties with analysis of data using SAS created and explored new methods and programs for designs and analyses of statistical data.

Department of Psychiatry, UAMS, Little Rock, AR **Feb. 1993 – Jun. 1995**
Statistical Programmer/Analyst

- Provided statistical computer programming support to assigned faculty, instructed, and advised research staff, performed research and data analysis on schizophrenia data and provided requested data in a timely manner.

Arkansas Children's Hospital, UAMS, Little Rock, AR
Child Study Center **Aug. 1992 – Jan. 1993**
Data Manager/Research Assistant

- Organized, and entered data using dBase, performed statistical analysis using SAS for researchers for presenting posters, papers, or articles and published results in peer reviewed journals, assisted staff members with hardware and software problems. Helped work study students with data collection and organization.

National Center for Toxicological Research, Jefferson, AR **Jun. 1992 – Jul. 1992**
Mathematical Statistician

- Assisted Scientists at NCTR with analysis, inference, and documentation of statistical data, wrote SAS programs for analyses of research data.

COMPUTER SKILLS

Experience in SAS, MS Excel, MS Access, Windows 10, MS Word, Outlook, and PowerPoint

PUBLICATIONS

Wherry, J.N., Jolly, J.B., Feldman, J., Adam, B., and Manjanatha S. (1994), The child dissociative checklist: preliminary findings of a screening measure. Journal of Child Sexual Abuse, Vol. 3(3), 51-66.

Wherry, J.N., Jolly, J.B., Feldman, J., Adam, B., and Manjanatha S. (1995) Child sexual behavior inventory scores for inpatient Psychiatric boys: An exploratory study. Journal of Child Sexual Abuse, Vol. 4(3)

SHAYLA DIXON
[redacted]

OBJECTIVE

Eager to pursue a long-term career in Mathematics and Statistics utilizing a Bachelor of Science in Mathematics from Arkansas State University and future Master's degree in Healthcare Data Analytics from University of Arkansas for Medical Sciences. Shayla is a well-organized individual with excellent time management, communication, leadership, and customer relationship skills.

EDUCATION

Masters of Science in Healthcare Data Analytics
University of Arkansas for Medical Sciences August 2020-Current
Current GPA 4.0

Arkansas State University
Bachelor of Science in Education Mathematics August 2015 - December 2019
Minor Statistics
GPA of 3.3

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, Arkansas
June 2021 – Current
Healthcare Data Scientist II
Provide statistical support for the development of measurement/re-measurement techniques, data analysis and reporting of quality improvement projects, surveys and HEDIS needs. Assist in the coordination of data activities for specific projects and assure compliance with established protocols and contractual requirements. Works under the general supervision of Supervisor or Manager. Support the organization's mission, vision, and values by exhibiting the following behaviors: Honesty, Excellence Accountability, Respect and Teamwork.

University of Arkansas for Medical Sciences, Little Rock, Arkansas
February 2021 – June 2021
Student Researcher
- Collaborate weekly with lead researcher to continually cultivate research on opioid prescribing and usage in Arkansas
- Create and submit data request forms to the AR PDMP and IRB to initiate research projects
- Preform analysis in ArcGIS and R to evaluate specific research questions and create visualizations for publication
- Participate in a professional community intended to expand knowledge, apply for grants, and create professional portfolio

Overtime Lounge, Maumelle Arkansas
March 2020 – Current
Floor Manager
- Assist in the start up development and retention of an effective team in a new entertainment venue
- Continued education to oversee compliance with all relevant COVID-19 laws, standards and regulations to ensure safe work practices and company procedures
- Provide training to new staff to ensure proper policies and procedures are upheld to align to the mission of the company

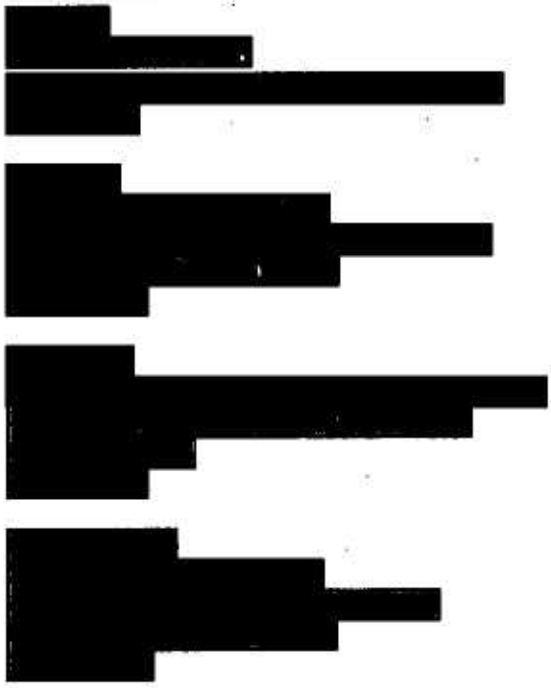
JJ's Bar and Grill, Springdale and Little Rock, Arkansas
June 2019 – March 2020
Waitress
- Display advanced customer service competencies in every position held in a high-volume environment serving up to 275 guests per shift while increasing profits thought suggestive selling.
- Operate POS system to properly input customer orders, secure customer payment and follow proper cash handling procedures.
- Transferred to Little Rock location to help generate sales revenue, increase staff moral and provide positive brand standards.

Valley View Junior High School, Jonesboro, Arkansas
January 2019 – May 2019
Student Teacher - Mathematics
*Created and executed daily lesson plans and classroom activities for over 200 students.
*Collaborated with classroom advisor and campus supervisor to develop teaching skills integrating technology.
*Part of a professional community that helped expanded my ideas and knowledge about education.
*Cultivated a classroom environment in which students felt supported, empowered and excited about learning
*Head Coach for Valley View Junior High Girls Soccer team that taught young girls to develop good sportsmanship, advanced soccer skills teamwork and skills though training

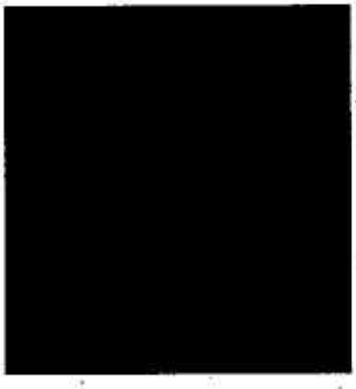
ACTIVITIES

Arkansas State University Women's Soccer Team
Head Coach Valley View Junior High School Girls Soccer
Assistant Coach Maumelle Soccer Club
FCA Women's Bible Study
Maumelle Area Chamber of Commerce Youth Leadership Program

REFERENCES



FERNANDO MURILLO ORDOÑEZ



Looking for opportunities for professional growth.

SKILLS

Competitive
Proactive
Empathetic
Trustworthy
Good listener

CONTACT

[redacted]

HOBBIES

Music
Running
Travel

EDUCATION

Universidad Lasalle
2003 - 2007

Marketing Degree.

WORK EXPERIENCE

Arkansas Foundation for Medical Care
Arkansas, USA (Nov 2022 – present)
*Bilingual Specialist Healthcare Evaluation

Arkansas Foundation for Medical Care
Arkansas, USA (May 2022 - Nov 2022)
*Bilingual Community Health Worker

Office recruiters, working for AFMC.
Arkansas, USA (Aug 2020 - Feb 2022)
*Covid 19 contact tracer and special projects.
*Covid 19 Vaccination line agent.

Royal Resorts Exit Program
Cancun, Quintana Roo, Mexico
2014-2019
*Exit Closer

Sale of all-inclusive vacation packages focused on generating potential customers for the future. Spoke in English and Spanish. Top salesman 2017.

Exim Food Service
Cancun, Quintana Roo, Mexico
2013-2014
*Outside Sales Agent

Responsible for selling products to the Hotels and Restaurants in Cancun. Working with chefs and purchasing department.

Royal Resorts Exit Program
Cancun, Quintana Roo, Mexico

2009 - 2012
*Exit Closer

Sale of vacation packages focused on generating potential customers for the future. Most of our clients were from the United States.

Sheryl Hurt, CPHIMS, PCMH CCE

EDUCATION

- **Bachelor of Science, University of Arkansas, 1998**
  Little Rock, AR

Core Competencies and Experience
35 years' experience in the health care industry
13 years - Education and Training
12 years - Policy and Education
11 years - Leadership/Management
8 years - Program Coordination/Oversight
4 years - Inspection of Care - Quality Assurance oversight

LICENSURE AND CERTIFICATIONS

- Certified Professional in Healthcare Information and Management Systems (CPHIMS), 2013
- Patient-Centered Medical Home Certified Content Expert (PCMH CCE), 2016

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

- AAPC – American Academy of Professional Coders
- MGMA – Medical Group Management Association
- AR MGMA – Arkansas Medical Group Management Association
- NCQA – National Committee for Quality Assurance

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR (2010 – present)

Director, Outreach Services, Provider Policy, and Inspections of Care (2019 – present)

- Manage and oversight of multiple contracts (8) under Provider Relations, Client relations and Inspections.
- Collaborate with internal staff and external customers to develop, implement, and manage contracts and deliverables including daily processes and efficiencies.
- Responsible for multiple budgets to ensure funding is allocated appropriately.
- State Capital representative for AFMC during sessions as requested.
- Implemented efficiencies for the ConnectCare service line working with internal Business Intelligence for electronic submissions.
- Implementation of the Inspections of Care contract working with AFMC Project Management Office. Providers inspected include ARChoices, Behavioral Health Agencies, Independently Licensed Behavioral Health providers, Community Service Support providers, Therapeutic Communities, Acute Crisis Units, Partial Hospitalization, Residential Community Reintegration program, Alcohol and Other Drug Abuse Treatment Providers, Division of Youth Services (community based, secure and group home) and Inpatient Psychiatric Services for the Under Age 21 (PRTF).

- Implementation of the MN BH clinical services contract reviewing Psychiatric Residential Treatment Facilities for prior authorization.
- Implementation of NH contract consisting of an Independent Peer Review of a Substance Abuse Provider
- Supports planning, development, and implementation of new state initiatives (PCMH, EOC, ARHome)
- Operation implementation of new contracts including policies, procedures, and training
- Subject matter content expert for proposal preparation
- Reporting of deliverables and contract requirements
- Prepare board report of all Provider Outreach and Inspection of Care contract activity for AFMC Board Meetings
- Oversee annual AR Medicaid Conference for physicians, providers, hospitals, medical staff, FQHCs and RHCs. Oversee annual DPSQA Medicaid Conference for behavioral health providers and waiver providers.

Manager, Outreach Services, Provider Relations (2015 to 2019)

- Managed Provider Relations Representatives contract
- Responsible for annual budget
- Managed contract deliverables to ensure timely completion.
- Prepared monthly and quarterly activity reports and board reports.
- Attended state-wide and national conferences to enhance knowledge.
- Implementation and update of policies and procedures for the contract
- Responsible for overseeing conferences and quarterly exhibits.
- Responsible for and hosting of large Medicaid Conference held annually.
- Maintained and built strong relationships with stakeholders.
- Available by phone or email to ensure provider and stakeholder issues were resolved in a timely manner.
- Implementation of ConnectCare service line for providers across the state
- Educated and collected data from providers across Arkansas on social determinants of health (SDOH) project with Arkansas Childrens Hospital

Provider Relations Representative and Health Information Technology (HIT) Specialist (2010 to 2015)

- Educated providers and managed territory of Central and greater Arkansas.
- Maintained feedback and professional relationship with providers.
- Helped develop educational material.
- Performed focus visits with providers and hospitals.
- Team Lead for Episodes of Care project which eventually transitioned to PCMH.
- SIMS project – assisting in recruitment of providers for CMS.

Arkansas Pediatric Clinic, Little Rock, AR (2007 to 2010)
Assistant Administrator/Billing Manager

- Verified all credentials were current and in good standing.
- Recredentialed with insurance carriers
- Implemented new EMR for billing and clinical. Was the SME for all areas.
- Managed all aspects of daily operations for large staff.
- Managed all collections including calls, billing, and management with collection agency.
- Responsible for IT management
- Conduct meetings and trainings with staff.
- Attended partner meetings to provide feedback and resolve issues.
- Managed all patient complaints.
- Deposited accounts receivable each day.
- Responsible for billing and collection reporting to the partners
- Reviewed and actioned outstanding accounts.

North Pulaski Diagnostic Clinic, Sherwood, AR (2000 to 2007)
Billing/Account Manager

- Verified all provider credentials were current and in good standing.
- Recredentialed with insurance carriers
- Managed collection accounts
- Responsible for checking out patients and collecting copays.
- Responsible for accounts receivable and posting all payments.
- Reviewed and actioned outstanding accounts.
- Responsible for manually printing, stamping, and mailing patient bills.

Snyder Healthcare (1999 to 2000)
Pharmaceutical Sales

- Managed south Arkansas territory.
- Provided samples to providers while educating of the efficacy, uses and target population. Managed stock for reporting purposes.
- Answered provider questions in a complex environment providing decision making criteria while building relationships.
- Achieved sales targets through efficiency and territory management.
- Collaborated with other sales specialists to identify opportunities to move sales forward.
- Customer-focused and effectively supported business goals.

Walter Lee Manns, MBA, LADAC

EDUCATION:

Franklin Pierce University, Rindge, NH, 2001
Master of Business Administration
Antioch University, Keene, NH, 1998
Master of Arts, Substance Abuse Counseling
Arkansas Tech University, Russellville, AR, 1995
Bachelor of Arts, Psychology

PROFESSIONAL CERTIFICATION AND LICENSURE:

LADAC – Licensed Alcohol and Drug Abuse Counselor
AADC – Advanced Alcohol and Drug Counselor

EXPERIENCE

Arkansas Foundation for Medical Care **Oct. 2019 – Present**
Outreach Specialist, Substance Abuse Team Lead

On behalf of Arkansas Department of Health, Division of Provider Services and Quality Assurance (DPSQA):

- Conduct license reviews of alcohol and drug abuse treatment programs
- Investigate complaints and incidents reported to DPSQA
- Conduct Quality of Care record reviews for mental health and substance abuse fee-for-service providers contracted with Arkansas Medicaid

On behalf of New Hampshire Division for Behavioral Health Bureau of Drug and Alcohol Services

- Conduct annual Independent Peer Review of clinical records
- Conduct client/staff interviews
- Review policies and procedures to ensure contract compliance

Arkansas Community Corrections **Sept. 2018 – Sept. 2019**
Counselor/Advisor

- Provided individual and group counseling to Drug Court participants
- Functioned as Court Liaison providing treatment recommendations to presiding judge
- Provided substance counseling to parolees participating in Vivitrol pilot program

CATAR Clinic & Stockton Medical Group **Aug. 2016 – Aug. 2018**
Clinic Administrator

- Provided oversight of daily operations for outpatient medication assisted treatment clinic
- Provided management support for 3 additional satellite medication assisted treatment clinics
- Monitored compliance with regulations and standards of DEA, U.S. Substance Abuse and Mental Health Services Administration (SAMHSA), Arkansas Division of Behavioral Health Services, Arkansas Board of Pharmacy, and CARF
- Provided ongoing reports to state/federal agencies and clinic owners/stakeholders
- Provided community outreach and marketing
- Facilitated quarterly focus groups to solicit feedback from consumers
- Facilitated group therapy and crisis intervention to patients on an as-needed basis

University of Arkansas Medical Sciences **Sept. 2014 – Aug. 2016**
Licensed Alcohol and Drug Abuse Counselor

- Provided federally mandated group and individual counseling to outpatient methadone and suboxone patients
- Monitored treatment compliance
- Conducted prior authorization and concurrent review from third party payers
- Provided crisis stabilization and case management to assigned patients

Arkansas Department of Community Corrections **Feb. 2014 – Sept. 2014**
Substance Abuse Counselor

- Provided substance abuse counseling to inmates in a community corrections detention facility

Bridgeway Hospital **June 2003 – Sept. 2013**
Director of Intake/Admissions

- Conducted intake assessments to determine appropriate level of care
- Completed prior authorizations with third-party payer to ensure appropriate reimbursement
- Provided reports to CEO, Marketing Director, and regional leadership regarding intake activity and trends
- Insured ongoing compliance with standards of: Joint Commission, CMS, and Arkansas Department of Health

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: **Arkansas Foundation for Medical Care** (AFMC)

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Kristy Bondurant, PhD, MPH, CIC	Director and Epidemiologist, Data Sciences and Public Health Programs	$9,333.00	$150,201.00
Kent Thompson, MPH	Manager, Data Sciences	$19,346.00	$96,728.00
Sydney Lewis, MPH	Supervisor, Data Sciences	$20,545.00	$76,067.00
Jason Bass, MS	Healthcare Data Scientist III	$12,012.00	$80,943.00
Diego Caraballo, MS	Healthcare Data Scientist II	$12,379.00	$80,943.00
Tonoka Settles	Healthcare Data Specialist	$9,379.00	$37,655.00
Linda Newell	Manager, Data Sciences	$11,383.00	$96,728.00
Mayumi Takada	Senior Healthcare Data Scientist	$13,693.00	$87,564.00
Shalini Manjanatha	Supervisor, Data Sciences	$8,449.00	$92,314.00
Shayla Dixon, MS	Healthcare Data Scientist II	$6,507.17	$71,095.00
Fernando Murillo	Healthcare Data Specialist	$9,402.23	$38,911.00
Sheryl Hurt	Director, Provider Policy and Inspections of Care	$2,797.00	$118,822.00
Lee Manns, LADAC	Team Lead, Outreach Specialist - Substance Abuse	$5,702.00	$66,070.00

36 mar

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 9, 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 for Behavioral Health, to amend an existing contract with Arkansas Foundation for Medical Care, Inc. (VC#333439-P001), Little Rock, Arkansas, for the continued provision of program evaluation and data collection, analysis, and reporting for the Alcohol and Other Drug Continuum of Care Service System, by exercising a contract renewal option by increasing the price limitation by $808,200 from $801,700 to $1,609,900 and extending the completion date from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 16.50% Federal Funds. 8.50% General Funds and 75% Other Funds (Governor's Commission).

The original contract was approved by Governor and Council on August 26, 2020, item #14.

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

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL. GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058502	$298,201	$0	$298,201
2022	074-500585	Community Grants	92058502	$303,074	$0	$303,074
2023	074-500585	Community Grants	92058502	$0	$154,517	$154,517
2024	074-500585	Community Grants	92058502	$0	$451,633	$451,633
			Subtotal	***$601,275***	***$606,150***	***$1,207,425***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92057501	$99,400	$0	$99,400
2022	074-500585	Community Grants	92057501	$101,025	$0	$101,025
2023	074-500585	Community Grants	92057501	$0	$101,025	$101,025
2024	074-500585	Community Grants	92057501	$0	$101,025	$101,025
			Subtotal	***$200,425***	***$202,050***	***$402,475***
			Total	**$801,700**	**$808,200**	**$1,609,900**

EXPLANATION

The purpose of this request is to continue providing program evaluation and data collection, analysis, and reporting for the Alcohol and Other Drug Continuum of Care Service System in New Hampshire.

New Hampshire continues to face significant challenges concerning substance misuse. Evaluating programs, translating research and data to practice, and disseminating findings helps to ensure a consistent approach to improving outcomes for individuals and families in New Hampshire who are in need of services.

The Contractor will continue to provide ongoing evaluation of the Alcohol and Other Drug Service system and programs by collecting, analyzing, and reporting on data that enables the Department to make evidence-informed decisions, while continuing to expand and improve upon the system.

The Department will monitor services through regularly scheduled meetings and the submission and review of monthly reports to ensure:

- Evaluations assess program performance at all stages of development and are implemented as designed or operating as intended.
- Data collection, analysis, interpretation and reporting inform and aid in the improvement of substance misuse policies, programs, and practices.
- Work products are delivered within the agreed upon timeframes.
- Approved changes to work plans and timelines are made within five (5) business days of receiving approval from the Department.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, of the original agreement, 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 Council not authorize this request, the Department may be unable to address challenges that address fiscal responsibility and improve transparency and accountability, which leads to quality improvement and builds capacity across the Alcohol and Other Drug Continuum of Care Service System.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.959, FAIN #TI083464

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Arkansas Foundation for Medical Care, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 26, 2020, (Item #14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1., Subsection 1.1., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2024

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,609,900.

3. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.1, Part 1.5.1.1.3 to read:

   1.5.1.1.3. Formatting survey in compliance with printer and online requirements;

4. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.1, Part 1.5.1.1.4 to read:

   1.5.1.1.4. Ensuring the final document is press-ready PDF; and

5. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.1, Part 1.5.1.1.5 to read:

   1.5.1.1.5. Ensuring survey modality is approved by the Department in writing no later than five (5) weeks prior to survey administration.

6. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.2, to read:

   1.5.1.2. Printing, delivering and distributing approximately 45,000 surveys, in booklet form or online participation links to more than 80 participating public high schools statewide, formatted in accordance with the requirements of the CDC and the Department.

7. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.4, to read:

   1.5.1.4. Developing clean datasets to include a universal file and CDC sample file of coded results utilizing coding rules approved by the Department;

8. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.5, to read:

   1.5.1.5. Providing a codebook for the clean datasets;

9. Modify Exhibit B, Scope of Services, Section 1, Statement of Work, Subsection 1.5., NH Youth Risk Behavior Survey, Paragraph 1.5.1, Subparagraph 1.5.1.6, to read:

   1.5.1.6. Providing the data to the Department in clean data files in ASCII format, ensuring that any

protected health information (PHI) or SUD data included in the reports is disclosed in accordance with the state rules, state and federal laws, including the requirements of 42 CFR Part 2; and

10. Modify Exhibit C, Payment Terms, Section 3, to read:

    3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1 Budget SFY 2021 through Exhibit C-4 Amendment #1, Budgets SFY 2024.

11. Modify Exhibit I, Health Insurance Portability Act Business Associate Agreement, by replacing it in its entirety with Exhibit I – Amendment #1, Health Insurance Portability Act Business Associate Agreement, which is attached hereto and incorporated herein.

12. Add Exhibit C-3 Amendment #1, Budget SFY 2023, which is attached hereto and incorporated by reference herein.
13. Add Exhibit C-4 Amendment #1, Budget SFY 2024, 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 upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

1/4/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Arkansas Foundation for Medical Care, Inc.

12/22/2021
Date

DocuSigned by:
Ray Hanley
Name: Ray Hanley
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

1/7/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: 1/7/2022

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:

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: ArtLamare Foundation for Medical Care

Project Title: Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 119,427.00	$ 23,605.00	$ 143,032.00	$ -	$ -	$ -	$ 119,427.00	$ 23,605.00	$ 143,032.00
2. Employee Benefits	$ 58,240.00	$ 18,696.00	$ 76,936.00	$ -	$ -	$ -	$ 58,240.00	$ 18,696.00	$ 76,936.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,535.00	$ 576.00	$ 3,792.00	$ -	$ -	$ -	$ 2,934.00	$ 576.00	$ 3,792.00
6. Travel	$ 9,943.00	$ 2,799.00	$ 12,742.00	$ -	$ -	$ -	$ 9,943.00	$ 2,799.00	$ 12,742.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,113.00	$ 576.00	$ 2,689.00	$ -	$ -	$ -	$ 2,113.00	$ 576.00	$ 2,689.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 4,849.00	$ 1,314.00	$ 6,163.00	$ -	$ -	$ -	$ 4,849.00	$ 1,314.00	$ 6,163.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 199,425.00	$ 56,117.00	$ 255,542.00	$ -	$ -	$ -	$ 199,425.00	$ 56,117.00	$ 255,542.00
Indirect As A Percent of Direct		28.1%							

Contractor Initials RR
Date 12/7/2021

Exhibit C-4 Amendment #1
Budget SFY 2024

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Arkansas Foundation for Medical Care

Project Title: Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System

Budget Period: SFY 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 319,525.00	$ 81,774.00	$ 401,300.00	$ -	$ -	$ -	$ 319,525.00	$ 81,774.00	$ 401,300.00
2. Employee Benefits	$ 111,743.00	$ 28,036.00	$ 139,779.00	$ -	$ -	$ -	$ 111,743.00	$ 28,036.00	$ 139,779.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 574.00	$ 162.00	$ 736.00	$ -	$ -	$ -	$ 574.00	$ 162.00	$ 736.00
6. Travel	$ 9,949.00	$ 2,794.00	$ 12,743.00	$ -	$ -	$ -	$ 9,949.00	$ 2,794.00	$ 12,743.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 5,718.00	$ 1,616.00	$ 7,334.00	$ -	$ -	$ -	$ 5,718.00	$ 1,616.00	$ 7,334.00
Postage	$ 53,374.00	$ 15,074.00	$ 68,448.00	$ -	$ -	$ -	$ 53,374.00	$ 15,074.00	$ 68,448.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 33,856.00	$ 9,243.00	$ 43,100.00	$ -	$ -	$ -	$ 33,856.00	$ 9,243.00	$ 43,100.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 431,263.00	$ 121,363.00	$ 552,656.00	$ -	$ -	$ -	$ 431,263.00	$ 121,363.00	$ 552,656.00
Indirect As A Percent of Direct		28.1%							

Contractor Initials: [illegible]
Date: 12/12/2023

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("Agreement") agrees to comply with the "Health Insurance Portability and Accountability Act," Public Law 104-191 and the "Standards for Privacy and Security of Individually Identifiable Health Information," 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Part 1&2 of the "American Recovery and Reinvestment Act of 2009," 42 USC 17934, et sec., applicable to business associates, and also agrees to comply with the "Confidentiality of Substance use Disorder Patient Records," 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as applicable, and as these laws may be amended from time to time.

(1) Definitions.

a. "Business Associate" shall mean the Contractor and its agents that receive, use, transmit, or have access to protected health information (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

b. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 and the HITECH Ac as they may be amended from time to time:

"Breach," "Business Associate," "Covered Entity," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

c. Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

d. "Part 2 record," means any "Record" relating to a "Patient, and "Patient Identifying Information," as defined in 42 CFR Part 2.11 relating to substance use disorder Part 2 records.

e. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Scope of Work of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect all PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, pursuant to the terms set forth in paragraph c, and d. below;

III. According to the HIPAA minimum necessary standard,

IV. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement and the BAA to disclose PHI to any third party or subcontractor, prior to making any such disclosure, the Business Associate must obtain a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in its business associate agreement with the third party or subcontractor.

d. The Business Associate shall not disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure the Business Associate agrees to refrain from disclosing the PHI, until such time as a court orders the disclosure. If applicable, in any judicial proceeding, the Business Associate shall resist any efforts to access any Part 2 records.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that a known or suspected privacy or security incident or breach has occurred potentially exposing or compromising PHI. This includes inadvertent or accidental uses, disclosures, incidents or breaches of unsecured PHI.

c. In the event of a breach, the Business Associate shall comply with all applicable terms of this BAA, and the information security requirements addendum of the Agreement.

d. The Business Associate agrees to perform a risk assessment, based on the information available at the time, when it becomes aware of any known or suspected privacy or information security incident or breach as described above and communicate that assessment to the Covered Entity. The risk assessment shall include at a minimum, but not be limited to:

- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

- The unauthorized access or use of the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed; and
- The extent to which the risk to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in writing to the Covered Entity as soon as practicable after the conclusion of the investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

g. As stated in 2.c. above, Business Associate shall require any subcontractor or third party that receives, uses, stores, or has access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions of the use and disclosure of PHI contained herein, and comply with the duty to return or destroy the PHI as provided under Section 3 (m). In addition, the Business Associate shall require all third party contractors or business associates of the Business Associate receiving PHI pursuant to the Agreement to agree to the Business Associates' rights of enforcement and indemnification from such third party or contractor for the purpose of use and disclosure of protected health information.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available

to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

- o If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI. A current version of the Covered Entity's Notice of Privacy Practices is attached to the end of this BAA. Any changes in the Covered Entities' website: https://www.dhhs.nh.gov/oos/hipaa/publications.htm

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to Paragraph 9 of the General Provisions (P-37 of the Agreement, the

Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the BAA. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All terms and regulations used herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this BAA to a Section in HIPAA or 42 CFR Part 2, means the section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the BAA, from time to time as is necessary for Covered Entity and the Business Associate to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, 42 CFR Part 2, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and 42 CFR Part 2.

e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA I are declared severable.

f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Business Associate Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of BAA...

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA.

Department of Health and Human Services	Arkansas Foundation for Medical Care (AFMC)
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Ray Hanley
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
1/7/2022	January 6, 2022
Date	Date

14 mac

AUG12'20 PM 2:25 DAS

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NEW HAMPSHIRE 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.New Hampshire.gov

August 6, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a contract with Arkansas Foundation for Medical Care, Inc. (VC#TBD), Little Rock, Arkansas in the amount of $801,700 for the provision of program evaluation, and data collection, analysis, and reporting for the Alcohol and Other Drug Continuum of Care services system in New Hampshire, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 16.50% Federal Funds, 75% Other Funds (Governor Commission Funds), and 8.50% State General Funds.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92058502	$298,201
2022	102-500731	Contracts for Prog Svc	92058502	$303,074
			Subtotal	*$601,275*

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (66% Federal Funds 34% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92057501	$99,400
2022	102-500731	Contracts for Prog Svc	92057501	$101,025
			Subtotal	*$200,425*
			Total	$801,700

EXPLANATION

The purpose of this request is for the provision of program evaluation and data collection, analysis, and reporting for the Alcohol and Other Drug Continuum of Care services system in New Hampshire.

New Hampshire continues to face significant challenges concerning substance misuse. To address these challenges, the Department of Health and Human Services (Department) continues its commitment to building a coordinated system of care in New Hampshire. Evaluating programs, translating research and data to practice, and disseminating findings will help ensure a consistent approach to improving outcomes for New Hampshire citizens and families who seek services within the Alcohol and Other Drug Continuum of Care services system.

The goal of the services is to improve the lives of New Hampshire citizens by helping providers and the Department build quality substance misuse services through continual evaluation of our system and programs and by collecting, analyzing, and reporting on data that enables the Department to make evidence-informed decisions, while continuing to expand and improve upon the system.

The Department will monitor contracted services through regularly scheduled meetings, the submission and review of monthly reports and by using the following performance measures:

- The Contractor responds to 100% of Department communications within 72 business hours.
- The Contractor makes approved changes to work plans and timelines within five (5) business days of receiving approval, 95% of the time.
- The Contractor ensures 100% of work products match the approved methodology for each work product.
- The Contractor delivers 85% of work products within the agreed upon timeframes.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 5/20/2020 through 6/22/2020. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached 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.

Should the Governor and Council not authorize this request the State may be unable to collectively address challenges and build capacity across the Alcohol and Other Drug Continuum of Care service system in New Hampshire.

Area served: Statewide

Source of Funds: 16.50% Federal Funds, CFDA #93.959 FAIN #TI083041, 75% Other Funds (Governor Commission Funds) and 8.50% State General Funds.

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

Respectfully submitted,

FOR Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Scoring Sheet

for the Alcohol and Other Drug (AOD) Services System
RFP Name

RFP-2021-BDAS-01-PROGR
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. AFMC		275	265
2. JSI		275	153
3. Mountain Plains Evaluation		275	175
4. NextStep		275	28
5. 0		275	0
6. 0		275	0
7. 0		275	0

Reviewer Names

1. Joseph Harding, Manager of Substance Misuse Planning and Evaluation
2. Regina Flynn, Program Specialist IV
3. Shannon Quinn, Program Specialist IV
4. Diana Lacey, Program Planning and Review Specialist
5. Laurie Heath, Business Admin.III
6.
7.
8.
9.

Subject: Program Evaluation and Data Services for the AOD Services System (RFP-2021-BDAS-01-PROGR-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Arkansas Foundation for Medical Care, Inc.		1.4 Contractor Address 1020 West 4th Street Little Rock, AR 72201	
1.5 Contractor Phone Number (501) 212-8610	1.6 Account Number 05-095-092-920510-3382; 05-095-092-920510-3384	1.7 Completion Date June 30, 2022	1.8 Price Limitation $801,700
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Ray Hanley Date: 08/03/2020		1.12 Name and Title of Contractor Signatory Ray Hanley, President and Chief Executive Officer	
1.13 State Agency Signature Date: 8/4/20		1.14 Name and Title of State Agency Signatory Katja S. Fox, 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: Catherine Pinos On: 08/10/20			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RH
Date 08/3/2020

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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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

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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.

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REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

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

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. Statement of Work

1.1. The Contractor shall ensure services are available Statewide.

1.2. The Contractor shall manage projects utilizing platforms that support detailed project management and careful monitoring of timelines and notification systems including, but not limited to:

1.2.1. Salesforce®.

1.2.2. WorkZone®.

1.3. **Program Evaluation**

1.3.1. The Contractor shall provide evaluation support and services to the Bureau's contracted prevention, early-intervention, treatment and recovery supports programs, as directed by the Department and as required by federal and state funding sources. Supports and services shall include, but not be limited to:

1.3.1.1. Program evaluations to assess the performance of a program at all stages of development from selection to implementation.

1.3.1.2. Process evaluations to ensure program fidelity by assessing whether a program or process is implemented as designed or operating as intended.

1.3.1.3. Outcome evaluations to examine the results, either intended or unintended, of a program's delivery.

1.3.2. The Contractor shall develop and utilize methodologies and resources, in collaboration with, and as approved by the Department, to assist in evaluating programs.

1.3.3. The Contractor shall complete a process for an Independent Peer Review (IPR) as required through the Substance Abuse Prevention and Treatment Block Grant (SABG).

1.3.4. The Contractor shall participate in federal evaluation webinars associated with the Department's awarded federal grants, as identified by the Department.

1.3.5. The Contractor shall develop evaluation documents and reports required for State and federal grants, as requested by and in consultation with the Department, including, but not limited to:

1.3.5.1. Demonstrated progress in meeting stated goals.

1.3.5.2. An explanation of challenges and successes that contributed to the outcomes.

1.3.5.3. Identification of opportunities for improvement in evaluation efforts.

1.4. **Data Collection, Analysis, Interpretation, Reporting, and Support**

1.4.1. The Contractor shall assist and support the Department in the collection, analysis, interpretation, and reporting of data related to the Alcohol and Other Drug (AOD) Continuum of Care (CoC) System for the purposes of improving and informing substance misuse policies, programs, and practices.

1.4.2. The Contractor shall ensure all client-level data disseminated is de-identified and in aggregate format.

1.4.3. The Contractor shall ensure data collection, analysis, interpretation, reporting and support activities include, but are not limited to:

1.4.3.1. Assigning lead and secondary analysts to the given task.

1.4.3.2. Identifying methodologies for data collection.

1.4.3.3. Working closely with the Department and federal partners to ensure reporting responsibilities are clear.

1.4.3.4. Identifying reporting requirements for state and federal funding sources.

1.4.3.5. Gathering and compiling relevant substance misuse information and data.

1.4.3.6. Analyzing and translating data into a variety of formats by utilizing:

1.4.3.6.1. Statistical significance testing.

1.4.3.6.2. SAS® for all data analyses.

1.4.3.6.3. Various statistical techniques including, but not limited to:

1.4.3.6.3.1. Univariate descriptive statistics and means,

1.4.3.6.3.2. Repeated measure analyses, and

1.4.3.6.3.3. Multivariate statistical analyses.

1.4.3.7. Facilitating the collection and reporting of data including, but not limited to, creating a data profile with regards to a subset of the larger population who are at greater risk of developing a substance use disorder (SUD) or, by proximity, are at a greater risk of the consequences of individuals with a SUD.

1.4.3.8. Integrating quality data assessment procedures into regular data management practices including, but not limited to independent analysis of the regular data management practices.

1.4.3.9. Developing and providing a comprehensive summary report that provides clear interpretations of the survey findings which includes, but is not limited to:

1.4.3.9.1. A summary report of aggregate, de-identified client-level data.

1.4.3.9.2. Narrative responses and graphical illustrations, and preparing documents as determined and requested by the Department.

1.4.3.10. Providing technical assistance in areas related to data collection and reporting as needed.

1.4.4. The Contractor shall design, publish, and provide data reports in user-friendly and accessible formats that visually represent findings, as directed by the Department including, but not limited to:

1.4.4.1. Data summaries.

1.4.4.2. Profiles.

1.4.4.3. Dashboards.

1.4.4.4. Charts.

1.4.4.5. Graphs.

1.4.4.6. Tables.

1.4.5. The Contractor shall utilize agile software, systems, and tools approved by the Department to analyze quantitative and qualitative data including, but not limited to:

1.4.5.1. REDCap™ for data collection

1.4.5.2. SAS® for all data analyses.

1.4.6. The Contractor shall ensure privacy by using established rules and requirements controlling and safeguarding data and its access, transmission, receipt, storage, maintenance, and use.

1.5. **NH Youth Risk Behavior Survey**

1.5.1. The Contractor shall provide administrative assistance to the Department for the implementation of the Centers for Disease Control and Prevention (CDC) NH Youth Risk Behavior Survey (YRBS), which includes, but is not limited to:

1.5.1.1. Assisting the Department with creating the survey including, but not limited to:

1.5.1.1.1. Providing input in survey question selection, as requested by the Department;

1.5.1.1.2. Validating questionnaire and answer options;

1.5.1.1.3. Formatting survey in compliance with printer requirements; and

1.5.1.1.4. Ensuring the final document is press-ready PDF.

1.5.1.2. Printing, delivering and distributing approximately 45,000 paper-based surveys to more than 80 participating public high schools statewide, formatted in accordance with the requirements of the CDC and the Department, in booklet form;

1.5.1.3. Collecting and scanning completed surveys in a confidential and secure manner as approved by the Department;

1.5.1.4. Developing a clean dataset of coded results utilizing coding rules approved by the Department;

1.5.1.5. Providing a codebook for the clean dataset.

1.5.1.6. Providing the data to the Department in a clean data file in ASCII format ensuring that any protected health information (PHI) or SUD data included in the reports is disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2; and

1.5.1.7. Providing consultation and information regarding the clean data format and results.

1.5.2. The Contractor shall provide YRBS evaluation interpretation and translation of raw data into a useable report for school level and/or regional level reports for the Department and its providers, as requested.

1.6. **Initial Planning**

1.6.1. The Contractor shall conduct a virtual project kick-off meeting with the Department and identified project staff within 20 business days of the contract effective date to review proposed project deliverables for all scope outline in Section 1, Scope of Work.

1.6.2. The Contractor shall provide an initial work plan and timeline to the Department that defines the goals, objectives, activities, deliverables, and due dates for each scope of work to the Department for approval. The Contractor shall:

1.6.2.1. Provide the initial work plan to the Department no later than 10 days after the kick-off meeting.

1.6.2.2. Ensure changes to work plans or timelines receive Department approval prior to implementation.

1.6.3. The Contractor shall create and deliver a Health Disparities Impact Statement to the Department within 10 days of the kick-off meeting that aligns with the project work plan in order to measure the reduction in health disparities, determine effectiveness across programs, in order that future reviews can be measured against the Health Disparities Impact Statement. The Contractor shall ensure health disparities assessed and measured include, but are not limited to:

1.6.3.1. Client access to care.

1.6.3.2. Utilization.

1.6.3.3. Outcomes across individuals by:

1.6.3.3.1. Race.

1.6.3.3.2. Gender.

1.6.3.3.3. Age.

1.6.4. The Contractor shall contact each program to be evaluated, at the direction of Department, in order to:

1.6.4.1. Discuss the evaluation protocol;

1.6.4.2. Identify any special circumstances or process adjustments needed; and

1.6.4.3. Schedule training on REDCapTM and the data collection tools.

1.6.5. The Contractor shall develop and submit the Data Collection and Management plan, data collection templates, project reporting templates, and YRBS project plan for the Department's review and approval within the first 30 days of the contract.

2. Exhibits Incorporated

2.1. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall provide written methodologies for proposed activities to the Department, when appropriate and when requested, for approval prior to implementing such activities.

3.2. The Contractor shall conduct and complete an IPR of not fewer than five (5%) percent of the entities contracted with the State to provide SUD treatment services, per state fiscal year, which is from July 1-June 30, as required through the SABG. This includes, but is not limited to:

3.2.1. Submitting a summary report to the Department including, but not limited to results and findings related to the IPR within 30 calendar days following completion of the review.

3.2.2. Submitting all final documents related to the IPR to the Department prior to June 30th of each state fiscal year.

3.3. The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and performance measures, for each scope of work, which includes, but is not limited to:

3.3.1. A summary of the key work performed for each scope of work during the monthly period.

3.3.2. Encountered and foreseeable key issues and suggested mitigations strategies for each.

3.3.3. Scheduled work for the upcoming period.

3.4. The Contractor shall complete and submit an end of year report no later than 60 calendar days after the end of each state fiscal year, which includes, but is not limited to:

3.4.1. A complete program overview.

3.4.2. Accomplishments towards program goals and performance measures linked to outcomes for each scope of work.

3.4.3. End-of-year financial report.

4. Performance Measures

4.1. The Department will monitor Contractor performance by requiring that:

4.1.1. The Contractor responds to 100% of Department communications within 72 business hours.

4.1.2. The Contractor makes approved changes to work plans and timelines within five (5) business days of receiving approval, 95% of the time.

4.1.3. The Contractor ensures 100% of work products match the approved methodology for each work product.

4.1.4. The Contractor delivers 85% of work products within the agreed upon timeframes.

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services they will provide to ensure meaningful access to their programs and/or services to persons with limited English proficiency, people who are deaf or have hearing loss, are blind or have low vision, or who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Payment Terms

1. This Agreement is funded by:
   1.1. 16.5% Substance Abuse Prevention & Treatment Block Grant (SAPTBG), as awarded on 10/1/2019, by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment, CFDA 93.959, FAIN TI083041.
   1.2. 75% Other Funds (Governor's Commission on Alchohol and Other Drugs).
   1.3. 8.5% General Funds.
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1 Budget SFY 2021 and Exhibit C-2 Budgets SFY 2022.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of the following month, unless otherwise specified, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.
   4.1. Backup documentation shall include, but is not limited to:
      4.1.1. General Ledger showing revenue and expenses for the contract.
      4.1.2. Timesheets and/or timecards signed by both employee and supervisor that support the hours employees worked for wages reported under this contract.
         4.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
      4.1.3. Per 2 CFR 200.430 (iii) Labor records must reasonably reflect the total activity for which each employee is compensated, showing percentages for time spent on activities under this contract and all other activities (totaling no more than 100%).

4.2. The following backup documentation may also be requested as needed:

4.2.1. Invoices supporting expenses reported.

4.2.2. Cost center reports, submitted only as requested by the Department.

4.2.3. Profit and loss report, submitted only as requested by the Department.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

Contract Manager for RFP-2021-BDAS-01-PROGR
Department of Health and Human Services
Bureau of Drug & Alcohol Services
105 Pleasant Street, Main Bldg., 3rd Floor North
Concord, NH 03301

6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1

Budget SFY 2021

New Hampshire Department of Health and Human Services

Bidder Name: Arkansas Foundation for Medical Care, Inc.

Budget Request for: Progam Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System

Budget Period: SFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 176,783	$ 50,784	$ 227,547	$ -	$ -	$ -	$ 176,783	$ 50,784	$ 227,547
2. Employee Benefits	$ 84,175	$ 24,183	$ 108,358	$ -	$ -	$ -	$ 84,175	$ 24,183	$ 108,358
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 543	$ 156	$ 699	$ -	$ -	$ -	$ 543	$ 156	$ 699
6. Travel	$ 5,703	$ 1,638	$ 7,341	$ -	$ -	$ -	$ 5,703	$ 1,638	$ 7,341
7. Occupancy	$ 10,396	$ 2,987	$ 13,383	$ -	$ -	$ -	$ 10,396	$ 2,987	$ 13,383
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,528	$ 1,301	$ 5,829	$ -	$ -	$ -	$ 4,528	$ 1,301	$ 5,829
Postage	$ 2,838	$ 815	$ 3,653	$ -	$ -	$ -	$ 2,838	$ 815	$ 3,653
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 13,598	$ 3,907	$ 17,505	$ -	$ -	$ -	$ 13,598	$ 3,907	$ 17,505
10. Marketing/Communications	$ 10,321	$ 2,965	$ 13,286	$ -	$ -	$ -	$ 10,321	$ 2,965	$ 13,286
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandator	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 308,865	$ 88,736	$ 397,601	$ -	$ -	$ -	$ 308,865	$ 88,736	$ 397,601

Indirect As A Percent of Direct 28.73%

Contractor Initials

Date 03/06/2020

Exhibit C-2

Budget SFY 2022

New Hampshire Department of Health and Human Services

Bidder Name: Arkansas Foundation for Medical Care, Inc.

Budget Request for: Progam Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System

Budget Period: SFY 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 181,188	$ 52,055	$ 233,243	$ -	$ -	$ -	$ 181,188	$ 52,055	$ 233,243
2. Employee Benefits	$ 86,282	$ 24,789	$ 111,071	$ -	$ -	$ -	$ 86,282	$ 24,789	$ 111,071
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 562	$ 161	$ 723	$ -	$ -	$ -	$ 562	$ 161	$ 723
6. Travel	$ 2,750	$ 790	$ 3,540	$ -	$ -	$ -	$ 2,750	$ 790	$ 3,540
7. Occupancy	$ 10,758	$ 3,091	$ 13,849	$ -	$ -	$ -	$ 10,758	$ 3,091	$ 13,849
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,685	$ 1,346	$ 6,031	$ -	$ -	$ -	$ 4,685	$ 1,346	$ 6,031
Postage	$ 2,937	$ 844	$ 3,781	$ -	$ -	$ -	$ 2,937	$ 844	$ 3,781
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 14,071	$ 4,043	$ 18,114	$ -	$ -	$ -	$ 14,071	$ 4,043	$ 18,114
10. Marketing/Communicatior	$ 10,679	$ 3,068	$ 13,747	$ -	$ -	$ -	$ 10,679	$ 3,068	$ 13,747
11. Staff Education and Train	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details ma	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 313,912	$ 90,187	$ 404,099	$ -	$ -	$ -	$ 313,912	$ 90,187	$ 404,099
Indirect As A Percent of Direct		28.73%							

Contractor Initials RH

Date 01/03/2020

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 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:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. 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. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Arkansas Foundation for Medical Care, Inc.
1020 West 4th Street, Little Rock, AR 72201

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, 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:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials RH

Date 08/07/2020

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

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

The Vendor 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:

Vendor 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.

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 5 business day of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

... pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Arkansas Foundation of Medical Care, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Ray Hanley
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
8/12/2020	08/05/2020
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), 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:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

08/03/2020
Date

Name: Ray Hanley
Title: President and CEO

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 010330983

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electroni

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov