



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

Lori A. Weaver
 Commissioner

Katja S. Fox
 Director

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February 24, 2025

Her Excellency, Governor Kelly A. Ayotte
 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, to modify the scope of services and add administration of the School Health Profiles survey, by increasing the price limitation by \$50,000 from \$2,513,166 to \$2,563,166 with no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on August 26, 2020, Item #14, amended on February 16, 2022, item #36, and most recently amended on May 29, 2024, item #33.

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.

05-95-90-900510-16290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, YRBS 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	102-500731	Contracts for Prog Svc	90051629	\$0	\$50,000	\$50,000
			<i>Subtotal</i>	\$0	\$50,000	\$50,000

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
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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	\$451,633	\$0	\$451,633
2026	074-500589	Community Grants	92058502	\$451,633	\$0	\$451,633
			Subtotal	\$2,110,691	\$0	\$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	\$2,513,166	\$50,000	\$2,563,166

EXPLANATION

This request is **Sole Source** because the Department is amending the scope of services and adding funding received from the Centers for Disease Control and Prevention (CDC) to add the School Health Profiles Survey, which assesses the impact of school health policies, practices, and programs on student health and academic performance, to the current CDC Youth Risk Behavior Survey developed and implemented by the Contractor on behalf of the Department. The Department determined adding the School Health Profiles Survey aligns with the current work the Contractor is performing for the Youth Risk Behavior Survey and is most cost-effective method to implement these services.

The purpose of this request is to add the School Health Profile Survey to the scope of services for this Contractor. The Contractor will collect data through the bi-annual survey of school administrators and teachers which will enable the Department and school administrators to

identify, understand, and address gaps in policies and practices that can affect student health and academic performance.

Participation in the School Health Profile Survey is voluntary. Approximately 250 schools, with any of grades 6 through 12, will receive School Health Profile Survey questionnaires bi-annually.

The School Health Profile Survey will enable the Department to monitor the current and future status of school health education requirements and content; physical education and physical activity; practices related to bullying and sexual harassment; school health policies related to nutrition and tobacco-use prevention; school-based health and mental health services; family engagement and community involvement; and school health coordination.

The Contractor will provide administrative assistance to the Department for the survey implementation, including assisting the Department with creating the survey in accordance with CDC requirements; collecting and scanning completed surveys in both electronic and paper formats; providing survey interpretation and translation of data to the Department; and creating useable reports for school level and/or regional level reports for the Department and its providers.

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

- Surveys are developed, implemented, and interpreted in accordance with CDC requirements.
- Services inform and aid in the improvement of substance misuse policies, programs, and practices.

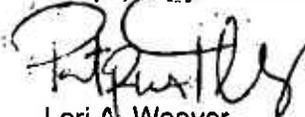
Should the Governor and Council not authorize this request, the Department will be unable to conduct the bi-annual School Health Profile Survey, limiting the Department's ability to better understand and address gaps in school health policies and practices that can affect student health and academic performance in middle and high school.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.079, FAIN NU87DP000053.

In the event that the Federal Funds become no longer available, additional 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 #3

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), and as most recently amended on May 29, 2024 (Item #33), 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 1.8, Price Limitation, to read:

\$2,563,166

2. Modify Exhibit B, Scope of Services; Section 1.5, to read:

1.5. Surveys Administration and Technical Support

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) and School Health Profile Survey (SHPS), 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 and online requirements;

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

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.

1.5.1.2. Printing, delivering, distributing survey questionnaire and supplies to participating schools, statewide, formatted in accordance with the requirements of the CDC and the Department.

1.5.1.3. Developing and formatting survey questionnaire in online format (web version) in a HIPAA compliant and secure platform approved by the

Department. The final web version survey shall be reviewed and approved by CDC and the Department before distributing.

- 1.5.1.4. Collecting and scanning completed surveys in a confidential and secure manner as approved by the Department;
- 1.5.1.5. Developing clean datasets to include a universal file and CDC sample file of coded results, approved by the Department;
- 1.5.1.6. Providing the data to the Department in a format required by the CDC;
- 1.5.1.7. Providing consultation and information regarding the clean data format and results;
- 1.5.1.8. Providing evaluations 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;
- 1.5.1.9. Upon request by the Department, providing YRBS survey questionnaire with at least five (5) languages other than English;
- 1.5.1.10. Providing technical support for YRBS to participating schools prior to, and on, the survey day; and
- 1.5.1.11. Hosting and facilitating YRBS training webinar and providing recording and training materials to the Department.

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

1. This Agreement is funded by:

1.1. 12.31% Federal Funds

1.1.1. 10.36% Substance Use Prevention, Treatment and Recovery Block Grant (SUPTR-BG), awarded 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:

- 1.1.1.1. 10/1/2019, FAIN TI083041;
- 1.1.1.2. 2/1/2021, FAIN TI083464;
- 1.1.1.3. 2/10/2022, FAIN TI084659; and
- 1.1.1.4. 2/15/2023, FAIN TI085821.

1.1.2. 1.95% Improving NH Youth Health and Well-Being through School-Based Surveillance Grant, awarded on 7/25/24 by the Centers for Disease Control and Prevention (CDC), ALN 93.079, FAIN NU87DP000053.

1.2. 82.35% Other Funds (Governor's Commission).

1.3. 5.34% General Funds.

4. Modify Exhibit C-5 Budget SFY2025, Amendment #2, by replacing it in its entirety with Exhibit C-5 Budget SFY2025, Amendment #3, 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 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

2/14/2025

Date

DocuSigned by:
Katja S. Fox
ED9C05804C82442
Name: Katja S. Fox
Title: Director

Arkansas Foundation for Medical Care, Inc.

2/3/2025

Date

Signed by:
John Selig
140009F2450941D...
Name: John Selig
Title: President & Chief Executive Officer

Initial
JS

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

OFFICE OF THE ATTORNEY GENERAL

2/14/2025

Date

DocuSigned by:
Robyn Guarino
748734944941400

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	\$186,622
2. Fringe Benefits	\$92,359
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	\$2,270
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)	\$59,400
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$389,769
Total Indirect Costs	\$111,864
TOTAL	\$501,633

Contractor Initial: _____

Initial
JS

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: 0007041613



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of February A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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).
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, on February 5, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That John Selig, President & CEO and Marilyn Strickland, Chief Operating Officer are duly authorized on behalf of AFMC (Arkansas Foundation for Medical Care) 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, modifications thereto, which may in his/her judgement 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(s) listed above currently occupy the position(s) indicated and that they have 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.

February 5, 2025

Date

A handwritten signature in cursive script that reads "AnnaMarie Sullivan".

Signature of Elected Officer

AnnaMarie Sullivan

Printed Name

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, 2024, 2023, and 2022**

(With Independent Auditor's Report Thereon)

Arkansas Foundation for Medical Care, Inc.

**Financial Statements
June 30, 2024, 2023, and 2022**

Address: P.O. Box 1508
Fort Smith, Arkansas 72902

EIN: 23-7237381

Phone number: (479) 649-8501

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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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, 2024, 2023, and 2022, 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, 2024, 2023, and 2022, 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 audits. 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.

Board of Directors
Arkansas Foundation for Medical Care, Inc.

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 2, 2024, 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 2, 2024

Financial Statements

Arkansas Foundation for Medical Care, Inc.

Statements of Financial Position June 30, 2024, 2023, and 2022

	2024	2023	2022
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 9,234,322	\$ 8,412,229	\$ 11,161,937
Accounts receivable			
Federal contracts	160,430	140,990	281,508
State contracts	2,322,961	6,028,909	4,829,136
COVID contracts	-	166,379	231,158
Private carrier contracts	1,469,755	1,371,446	1,291,450
Interest receivable	14,321	13,342	3,820
Prepaid expenses	1,150,765	1,037,598	1,049,968
Total Current Assets	14,352,554	17,170,893	18,848,977
PROPERTY AND EQUIPMENT, NET	7,848,305	7,235,549	5,367,256
INVESTMENTS AND OTHER ASSETS			
Marketable securities	18,029,663	14,444,569	13,541,401
Real estate	1,099,900	1,099,900	1,060,000
	19,129,563	15,544,469	14,601,401
TOTAL ASSETS	\$ 41,330,422	\$ 39,950,911	\$ 38,817,634
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 634,738	\$ 521,372	\$ 952,889
Accrued expenses	2,496,524	2,501,752	2,265,071
Total Current Liabilities	3,131,262	3,023,124	3,217,960
NET ASSETS WITHOUT DONOR RESTRICTIONS			
Designated for future severance pay	2,364,030	2,063,269	1,911,112
Undesignated	35,835,130	34,864,518	33,688,562
	38,199,160	36,927,787	35,599,674
TOTAL LIABILITIES AND NET ASSETS	\$ 41,330,422	\$ 39,950,911	\$ 38,817,634

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Activities Years ended June 30, 2024, 2023, and 2022

	<u>2024</u>	<u>2023</u>	<u>2022</u>
OPERATING REVENUES			
Federal contracts	\$ 1,066,680	\$ 951,729	\$ 717,451
State contracts	31,411,347	32,841,210	23,918,534
COVID contracts	172,102	2,569,328	15,764,025
Private carrier contracts	<u>7,086,852</u>	<u>4,424,572</u>	<u>5,258,605</u>
TOTAL OPERATING REVENUES	<u>39,736,981</u>	<u>40,786,839</u>	<u>45,658,615</u>
OPERATING EXPENSES			
Direct	32,212,669	32,248,575	36,102,586
Indirect	8,387,457	8,332,491	7,978,790
Non-reimbursable	<u>340,052</u>	<u>492,438</u>	<u>296,850</u>
TOTAL OPERATING EXPENSES	<u>40,940,178</u>	<u>41,073,504</u>	<u>44,378,226</u>
OPERATING INCOME (LOSS)	<u>(1,203,197)</u>	<u>(286,665)</u>	<u>1,280,389</u>
OTHER INCOME (LOSS)			
Interest and dividend income	569,757	472,856	434,874
(Loss) on disposal of property and equipment	-	-	(196)
Net realized and unrealized gains (losses) on investments	1,775,432	1,017,775	(1,907,609)
Paycheck Protection Program loan forgiveness	-	-	3,630,230
Real estate investment income, net	<u>129,381</u>	<u>124,147</u>	<u>103,092</u>
TOTAL OTHER INCOME	<u>2,474,570</u>	<u>1,614,778</u>	<u>2,260,391</u>
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	1,271,373	1,328,113	3,540,780
NET ASSETS, BEGINNING OF YEAR	<u>36,927,787</u>	<u>35,599,674</u>	<u>32,058,894</u>
NET ASSETS, END OF YEAR	<u>\$ 38,199,160</u>	<u>\$ 36,927,787</u>	<u>\$ 35,599,674</u>

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Cash Flows Years ended June 30, 2024, 2023, and 2022

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Change in net assets without donor restrictions	\$ 1,271,373	\$ 1,328,113	\$ 3,540,780
Adjustments to reconcile change in net assets without donor restrictions to net cash from (used for) operating activities:			
Depreciation and amortization	651,942	461,496	460,048
Loss on disposal of property and equipment	-	-	196
Net realized and unrealized (gains) losses on investments	(1,775,432)	(1,017,775)	1,907,609
Paycheck Protection Program loan forgiveness	-	-	(3,630,230)
Changes in:			
Accounts receivable	3,754,578	(1,074,472)	2,404,002
Interest receivable	(979)	(9,522)	(238)
Prepaid expenses	(113,167)	12,370	(151,567)
Accounts payable	113,366	(431,517)	(397,552)
Accrued expenses	(5,228)	236,681	(340,745)
Total adjustments	2,625,080	(1,822,739)	251,523
Net Cash From (Used For) Operating Activities	3,896,453	(494,626)	3,792,303
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	(1,264,698)	(2,369,689)	(39,750)
Purchase of marketable securities	(7,526,719)	(6,223,674)	(791,926)
Proceeds from sale/maturity of marketable securities	5,717,057	6,338,281	988,247
Net Cash From (Used For) Investing Activities	(3,074,360)	(2,255,082)	156,571
NET CHANGE IN CASH AND CASH EQUIVALENTS	822,093	(2,749,708)	3,948,874
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	8,412,229	11,161,937	7,213,063
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 9,234,322	\$ 8,412,229	\$ 11,161,937

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

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 SIGNIFICANT 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, 2024, 2023, and 2022, the Organization had cash equivalents of approximately \$111,000, \$1,616,000 and \$1,290,000, respectively.

Accounts Receivable

The Organization considers accounts receivable to be fully collectible. Accordingly, no allowance for credit losses 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, 2024, 2023, and 2022, depreciation expense was \$648,672, \$458,226, and \$452,278, 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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

At June 30, 2024, 2023, and 2022, the Organization had fully depreciated assets still in service with an original cost of approximately \$4,077,000, \$3,900,000, and \$4,500,000, 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, 2024, 2023, and 2022, amortization expense was \$3,270, \$3,270, and \$7,770, 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, 2024, 2023, and 2022, 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 met performance requirements or incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to meeting performance requirements or 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, 2024, 2023, and 2022 because the qualifying expenditures have not yet been incurred.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

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 9). 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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

Advertising

The Organization follows the policy of charging advertising to expense as incurred. For the years ended June 30, 2024, 2023, and 2022, advertising expense was approximately \$48,000, \$85,000, and \$94,000, respectively.

Allowance for Credit Losses

In June 2016, the FASB issued guidance (FASB ASC 326) which significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Organization that are subject to the guidance in FASB ASC 326 were accounts receivable.

The Organization adopted the standard effective July 1, 2023. The impact of this adoption was not considered material to the financial statements and primarily resulted in enhanced disclosures only.

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, 2024, the Organization had no uninsured cash or cash equivalents.

At June 30, 2024, the Organization had investments in marketable securities valued at \$18,029,663, which are subject to market risk.

NOTE 4: PROPERTY AND EQUIPMENT, NET

Property and equipment for the years ended June 30, 2024, 2023, and 2022 are as follows:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Furniture and equipment	\$ 4,161,123	\$ 3,407,029	\$ 3,846,760
Software	1,765,333	1,765,333	1,721,073
Building	9,307,517	8,816,287	6,854,852
Leasehold improvements	<u>424,668</u>	<u>424,668</u>	<u>424,668</u>
	15,658,641	14,413,317	12,847,353
Less accumulated depreciation and amortization	<u>7,810,336</u>	<u>7,177,768</u>	<u>7,480,097</u>
	<u>\$ 7,848,305</u>	<u>\$ 7,235,549</u>	<u>\$ 5,367,256</u>

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

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, 2024, 2023, and 2022, are summarized as follows:

	2024	2023	2022
Cost of investments			
Equity securities	\$ 9,247,426	\$ 9,880,927	\$ 9,887,629
Debt securities	3,655,607	502,447	502,895
	\$ 12,903,033	\$ 10,383,374	\$ 10,390,524
Fair value of investments			
Equity securities	\$ 14,367,560	\$ 13,961,114	\$ 13,041,756
Debt securities	3,662,103	483,455	499,645
	\$ 18,029,663	\$ 14,444,569	\$ 13,541,401
Unrealized appreciation on investments	\$ 5,126,630	\$ 4,061,195	\$ 3,150,877

The following schedule summarizes the investment return and its classification in the Statements of Activities for the years ended June 30, 2024, 2023, and 2022.

	2024	2023	2022
Interest and dividend income	\$ 569,757	\$ 472,856	\$ 434,874
Net unrealized gains (losses)	1,065,435	910,318	(2,089,151)
Net realized gains	709,997	107,457	181,542
	\$ 2,345,189	\$ 1,490,631	\$ (1,472,735)

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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

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, 2024, 2023, and 2022.

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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

The following table presents the Organization's hierarchy for the investments measured at fair value on a recurring basis as of June 30, 2024, 2023, and 2022.

	<u>June 30, 2024</u>		
	(Level 1)	(Level 2)	(Level 3)
Equity securities	\$ 14,367,560	\$ -	\$ -
Debt securities	-	3,662,103	-
	<u>June 30, 2023</u>		
	(Level 1)	(Level 2)	(Level 3)
Equity securities	\$ 13,961,114	\$ -	\$ -
Debt securities	-	483,455	-
	<u>June 30, 2022</u>		
	(Level 1)	(Level 2)	(Level 3)
Equity securities	\$ 13,041,756	\$ -	\$ -
Debt securities	-	499,645	-

NOTE 7: LINE OF CREDIT

The Organization maintains a \$500,000 revolving line of credit with a bank. The interest rate was 8.50% at June 30, 2024, 7.00% at June 30, 2023, and 3.25% at June 30, 2022. 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 2024. As of June 30, 2024, there were no outstanding advances on the line of credit.

NOTE 8: LEASING ARRANGEMENTS

Capital Lease

Assets acquired under capital leases have been capitalized and are included in property and equipment on the Statements of Financial Position. As of June 30, 2024 and 2023, there were no assets acquired under capital leases. As of June 30, 2022, assets were acquired under capital leases at a cost of \$729,746, with accumulated depreciation of \$729,746.

There were no capital lease obligations as of June 30, 2024, 2023, and 2022.

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, 2024, 2023, and 2022 was approximately \$2,478, \$86,000, and \$108,000, respectively.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

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

Years ending June 30,	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 \$207,000, \$195,000, and \$167,000 for the years ended June 30, 2024, 2023, and 2022, respectively.

Maintenance expense related to this income was approximately \$77,000, \$71,000, and \$64,000, respectively, for the years ended June 30, 2024, 2023, and 2022, which is netted against the rent income in the Statements of Activities as "Real estate investment income, net".

NOTE 9: 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 \$4,072,000 at June 30, 2024. 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, 2024, 2023, and 2022, was \$3,255,316, \$3,336,493, and \$3,568,676, respectively.

NOTE 10: EMPLOYEE BENEFIT PLANS

The Organization has a 401(k) profit sharing plan (the Plan). All employees who are not leased employees nor 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. 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, 2024, 2023, and 2022, the Organization made plan contributions of approximately \$659,000, \$634,000, and \$654,000, respectively. The Board of Directors has established a severance pay program. See Note 12 for further details.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

NOTE 11: 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, 2024, 2023, and 2022, these contracts represented 82%, 83%, and 54% 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% of the Organization's total operating revenues for the year ended June 30, 2022. These services are expected to be temporary, however, the Organization is prepared to adjust resources 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, 2024, 2023, and 2022, the Organization had extended credit (accounts receivable) of approximately \$3,953,000, \$7,708,000, and \$6,633,000, respectively.

The Organization's employees maintain credit cards that are guaranteed by the Organization. At June 30, 2024, there were no outstanding balances and the available credit line was approximately \$153,000. The Organization monitors the employees' payments of these balances and may withhold payment from the employees' payroll checks.

NOTE 12: 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, 2024, 2023, and 2022, 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, 2024, 2023, and 2022, the balance of this severance pay is included in "Designated for Future Severance Pay" on the Statements of Financial Position.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

NOTE 13: 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 draws 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, 2024, 2023, and 2022, to meet general expenditures within one year of the Statement of Financial Position date.

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 9,234,322	\$ 8,412,229	\$ 11,161,937
Accounts and interest receivable	3,967,467	7,721,066	6,637,072
Investments	18,029,663	14,444,569	13,541,401
Less: Designated for future severance pay	2,364,030	2,063,269	1,911,112
	<u>\$ 28,867,422</u>	<u>\$ 28,514,595</u>	<u>\$ 29,429,298</u>

NOTE 14: FUNCTIONAL EXPENSES

During the years ended June 30, 2024, 2023, and 2022, functional expenses were incurred as follows:

	<u>June 30, 2024</u>		
	<u>Program Services</u>	<u>General and Administrative Costs</u>	<u>Total</u>
Salaries	\$ 17,479,094	\$ 1,268,457	\$ 18,747,551
Leave	2,569,840	186,493	2,756,333
Fringe	5,761,795	418,133	6,179,928
Physician advisors	34,511	-	34,511
Consultants	5,805,598	166,541	5,972,139
Travel	460,056	54,756	514,812
Other costs	5,788,329	521,942	6,310,271
Pass through costs	424,633	-	424,633
	<u>\$ 38,323,856</u>	<u>\$ 2,616,322</u>	<u>\$ 40,940,178</u>

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2024, 2023, and 2022

	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

NOTE 15: SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 2, 2024, 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, 2024

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	\$ 15,635
Total United States Department of Justice		<u>15,635</u>
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:		
Direct programs:		
Telehealth Program - Rural Communities Opioid Response (Planning)	93.211	408,395
Primary Care Training and Enhancement	93.884	91,485
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	539,855
Pass-through programs from Arkansas Department of Human Services:		
Substance Abuse and Mental Health Services Projects of Regional and National Significance	93.243	29,243
Medicaid Cluster-Medical Assistance Program Title XIX	93.778	17,546,199
Opioid STR	93.788	60,777
Pass-through programs from Arkansas Department of Health:		
Injury Prevention and Control Research and State and Community Based Programs - Substance Use Disorder	93.136	26,528
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	178,892
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	18,805
Pass-through programs from Zero to 3:		
Maternal and Child Health Federal Consolidated Programs	93.110	8,721
Total United States Department of Health and Human Services		<u>18,908,900</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u>\$ 18,924,535</u>

See Independent Auditor's Report.

Arkansas Foundation for Medical Care, Inc.

Schedule of Expenditures of State Awards Year ended June 30, 2024

<u>PROGRAM AGENCY/ PROGRAM NAME</u>	<u>STATE AWARD</u>	<u>STATE EXPENDITURES</u>
ARKANSAS DEPARTMENT OF HUMAN SERVICES		
Medicaid Managed Care Services	\$ 9,990,132	\$ 9,781,030
Medicaid Review Agent for Arkansas	1,800,592	1,851,127
Medicaid Inspections of Care	<u>1,310,766</u>	<u>1,380,901</u>
	<u>13,101,490</u>	<u>13,013,058</u>
ARKANSAS DEPARTMENT OF HEALTH		
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	<u>19,337</u>	<u>18,805</u>
TOTAL EXPENDITURES OF STATE AWARDS	<u>\$ 13,120,827</u>	<u>\$ 13,031,863</u>

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, 2024

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.



**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, 2024, 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 2, 2024.

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.

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 2, 2024



**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, 2024. 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, 2024.

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.

Board of Directors
Arkansas Foundation for Medical Care, Inc.

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 2, 2024

Arkansas Foundation for Medical Care, Inc.

Schedule of Findings and Questioned Costs Year ended June 30, 2024

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, 2024.

SECTION III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no audit findings for the year ended June 30, 2024.

Arkansas Foundation for Medical Care, Inc.

Summary Schedule of Prior Year Audit Findings Year ended June 30, 2024

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



Healthy People. Healthy Businesses.
Healthy Communities.

AFMC Board of Directors 2024-2025

Executive Committee	
Danny Wilkerson, MD, Chair UAMS	Term expires in 2025 <i>(Not eligible for re-election)</i>
Kristin Martin, DO, Vice Chair River Valley Medical Wellness	Term expires in 2025
Derek Pierce, Treasurer FORVIS	Term expires in 2025
Chris Hardin, MD, FACP, Secretary MANA- Fayetteville Diagnostic Clinic	Term expires in 2026 <i>(Not eligible for re-election)</i>
Jill Mhyre, MD, Member-at-Large UAMS	Term expires in 2025

General Members	
Pete Atkinson Independent Consultant	Term expires in 2025
Matt Troup Conway Regional Medical Center	Term expires in 2025 <i>(completing term of Gary Paxson)</i>
Marta Loyd, EdD Vistage Worldwide	Term expires in 2025 <i>(completing term of Roderick Smothers)</i>
Michael Stewart Methodist Charlton Medical Center, TX	Term expires in 2026
Angie Walker Randy D. Walker MD PLLC	Term expires in 2026 <i>(Not eligible for re-election)</i>
Glen Fenter, EdD Marion School District	Term expires in 2026 <i>(Not eligible for re-election)</i>
Joshua Dilley, MD Arkansas Anesthesia Associates	Term expires in 2026 <i>(Not eligible for re-election)</i>
Debby Nye, JD Kutak Rock, LLP	Term expires in 2026 <i>(Not eligible for re-election)</i>
Huda Sharaf, MD Pat Walker Health Center, University of Arkansas	Term expires in 2027
Amanda Deel, DO NYIT, College of Osteopathic Medicine	Term expires in 2027

Updated 11/03/2024

KRISTINA L. BONDURANT, PHD, MPH, CIC

DIRECTOR AND EPIDEMIOLOGIST, DATA SCIENCES AND PUBLIC HEALTH PROGRAMS

As an epidemiologist, microbiologist, project manager, and program evaluator, Dr. Bondurant has developed a diverse set of skills. She is a strong communicator with established relationships among clients and communities. Her goal is to continue utilizing her unique background to evaluate, educate, and support quality improvement efforts.

EDUCATION

MASTER OF PUBLIC HEALTH, EMPHASIS IN EPIDEMIOLOGY, *Integration Project: "Primary Immunodeficiency Diseases in Arkansas"*

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

DOCTOR OF PHILOSOPHY

**MAJOR: MICROBIOLOGY AND IMMUNOLOGY
DISSERTATION: "T CELL RESPONSES TO NOVEL OVARIAN TUMOR ANTIGENS"**

University of Arkansas for Medical Sciences
Little Rock, AR, 2004

BACHELOR OF ARTS, BIOLOGY

Undergraduate Research Fellowship through the Science Information Liaison Office of the State of Arkansas: "DNA fingerprinting of Azolla, an aquatic fern."

Hendrix College, Conway, AR, 1997

CERTIFICATIONS

- Certified in Infection Control (CIC), Certification Board of Infection Control and Epidemiology, 2022
- SAS Certified Base Programmer, 2015

EXPERIENCE

ARKANSAS FOUNDATION FOR MEDICAL CARE (AFMC), LITTLE ROCK, AR (2012 – PRESENT)

DIRECTOR AND EPIDEMIOLOGIST, DATA SCIENCES & PUBLIC HEALTH PROGRAMS (2022 – PRESENT)

Responsible for research, development, coordination, implementation, operations, and monitoring of specific projects, programs, and activities related to AFMC's data

CORE COMPETENCIES
SAS 9 Certified Base Programmer
Program evaluation, analytics/data sciences, survey administration
Management of ongoing business activities
Research methodology
Pilot program design and implementation
Public health initiatives including prevention programs, community engagement, health service connection, and educational events
Epidemiology
Online graduate-level instruction through Blackboard

Kristina Bondurant, PhD, MPH, CIC

sciences and public health programs departments.

- Program Evaluation
 - Direct evaluation efforts on various substance use prevention, treatment, and recovery contracts for the States of Arkansas and New Hampshire – SAHMSA-related efforts including Department of Justice, Category 6 Grant, State Opioid Response (SOR), First Responders-Comprehensive Addiction and Recovery Act (FR-CARA), and Synar
 - Arkansas Department of Health COVID-19 Health Disparities needs assessment and focus groups to determine counties at highest risk of negative health outcomes related to COVID-19 and educational sessions to support positive health outcomes
- Surveys and Data Mining
 - Direct ongoing survey projects including CAHPS surveys as well as non-CAHPS beneficiary satisfaction for Arkansas Department of Human Services programs. Key online surveys include the CDC Youth Risk Behavior Survey (YRBS) for the state of New Hampshire and a Young Adult Survey (YAS) for the state of Wyoming. Data mining efforts focus on claims data analysis to support various health-related contract efforts.
- Public Health Programs
 - Vaccine REACH Project subcontractor for UAMS (2022 – 2023): Directed a community health worker (CHW) team of 29 CHWs and three community-based organizations (CBOs) tasked with strengthening vaccine confidence, providing information and education on vaccines, and improving vaccine rates in Arkansas. AFMC teams conducted over 5,000 outreach and educational events, conducted over 200 vaccine events, and administered nearly 1,500 COVID-19 vaccines.
 - Hospital to Home pilot subcontractor for Arkansas DHS (2024 – present): Direct care transitions program coordinating non-clinical and clinical in-home services for referred patients during the processing of Medicaid waiver or Provider-Led Arkansas Shared Savings Entity (PASSE) program applications. The AFMC team comprises Care Transition Specialists, RN Case Managers, an RN Clinical Lead, a Physician Clinical Lead, and an Eligibility Specialist. Up to 75 participants will receive support from the pilot for up to 120 days.

INTERIM DIRECTOR, CONTACT TRACING, RESEARCH SERVICES DEPARTMENT (2020 – 2022)

- Managed COVID-19 response efforts including contact tracing, case investigation, COVID testing, community vaccination clinics, vaccine scheduling hotline, vaccine reminder/recall, and COVID-19 provider vaccine inspections with teams of over 500 staff under contract with the Arkansas Department of Health.

EPIDEMIOLOGIST, ANALYTICS DEPARTMENT (2017 – 2020, 2012 – 2015)

- Provided leadership of the Arkansas State Epidemiological Outcomes Workgroup (2012 – 2015) including investigation of patterns and risk factors related to

Kristina Bondurant, PhD, MPH, CIC

substance use disorders, prevention efforts, research, stakeholder engagement, and community education

- Continued epidemiological support (2017 – 2020) for projects and programs including analysis, investigations, and interpretation of results
- Served as data manager for SAMHSA's Performance Accountability and Reporting System (SPARS); entered data into SPARS for the Arkansas Prescription Drug/Opioid Overdose-Related Deaths (PDO) SAMHSA grant.

SUPERVISOR, PROGRAM EVALUATION (2015 – 2017)

- Supervised data scientists and program management of the Arkansas State Epidemiological Outcomes Workgroup including investigation of patterns and risk factors related to substance use disorders, prevention efforts, research, stakeholder engagement, and community education.

ATC SCIENTIFIC, NORTH LITTLE ROCK, AR (2018 – PRESENT)

CONSULTANT – MICROBIOLOGIST

FAY W. BOOZMAN COLLEGE OF PUBLIC HEALTH, UAMS, LITTLE ROCK, AR (2007 – 2018)

ADJUNCT INSTRUCTOR, DEPT. OF ENVIRONMENTAL AND OCCUPATIONAL HEALTH (2012 – 2018)

INSTRUCTOR, DEPT. OF EPIDEMIOLOGY (2009 – 2011)

BREAST CANCER RESEARCH STUDY DIRECTOR, DEPARTMENT OF EPIDEMIOLOGY, (2007 – 2011)

AFFILIATIONS

HOME FOR HEALING, LITTLE ROCK, AR (2022 – PRESENT)

SECRETARY, 2024

BOARD MEMBER, 2022 – 2023

COUNCIL OF STATE AND TERRITORIAL EPIDEMIOLOGISTS (CSTE) (2014 – PRESENT)

AMERICAN EVALUATION ASSOCIATION (2015– PRESENT)

AMERICAN PUBLIC HEALTH ASSOCIATION (2022– PRESENT)

ARKANSAS ENVIRONMENTAL EDUCATION ASSOCIATION (2019 – 2022)

TREASURER, 2020 – 2022

BOARD MEMBER, 2019

TRAINING

- International Hazard Analysis Critical Control Points (HACCP) Alliance Introductory Course for Development of HACCP, 2021

Kristina Bondurant, PhD, MPH, CIC

- National Poultry Improvement Plan Avian Influenza Diagnostic Workshop, 2020
- NPIP Salmonella Diagnostic Workshop, 2019

RELEVANT 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 St, 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.*

Kristina Bondurant, PhD, MPH, CIC

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.

Kent Thompson, MPH

**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

Kent Thompson, MPH

- 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

Kent Thompson, MPH

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

Alabama Department of Mental Health	2018 – 2019
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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
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<i>Manager, Data Sciences</i>	2022 – present
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<i>Supervisor, Program Evaluation</i>	2017 – 2022
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- 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
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- 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

Kent Thompson, MPH

- 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
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 – **Analytics Department Intern**
Dec. 2018 **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 – **Researcher**
Dec. 2014 **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
Batesville, AR 72501
(870) 307-4247

D. Keith Williams, PhD., Professor
Department of Biostatistics
University of Arkansas for Medical Sciences
Little Rock, AR 72205
501-526-6721

Jennifer Daniels, Ph.D., Assistant Professor
Department of Psychology
Lyon College
Batesville, AR 72501
(870) 307-7497

Diego Caraballo

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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 AFMC's 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 SPSS 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

Bachelors 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.

HAKEEM YATIM

[REDACTED] at Dakota State University with a Master's degree in Analytics and exposure to R, Python, Julia, SAS, PowerBI, and Tableau. I chose analytics because I enjoy identifying trends and figuring out things that numbers and data can tell you. I am very critical of how I complete my work, appreciate punctuality and thoroughness. I am also highly adaptable as I have lived in Indonesia, Dubai, Canada, and United States, and in 3 different states (California, Arkansas, South Dakota).

Work Experiences

Arkansas Foundation for Medical Care – Little Rock, AR, USA Jan 2025 - Present
Healthcare Data Scientist

University of Central Arkansas College of Natural Sci & Math – Conway, AR, USA Nov 2023 – Jan 2025
Data Science Research Intern

- Aiding the conversion of the DART summer Python workshop from Google Colab to Positron.
- Developing virtual machine options for Data Science Projects.
- Developing Teaching Materials.
- Developing a Research project using a variety of Python Data Science tools.

Dakota State University Baseball - Madison, SD, USA. Aug 2023 – May 2024
Graduate Assistant

- Responsible for the outfield development, assisting with hitting development, serving as the head coach for developmental team, and other various program operations.
- Led the Developmental Team with a winning record of 12-4 and had multiple players hitting above .300.
- Learned to lead better and honed my communication skills, while also learning how to collaborate with different coaches and players.
- Improved my problem-solving skills dealing with different tasks and responsibilities.

Ventura College Tutoring Center - Ventura, CA, USA Apr 2018 - Dec 2018
Math Tutor

- Assigned as a drop-in and private tutor to help students understand how to solve math problems, which extends to Calculus 2.
- Helped students in private tutoring improve their grades from failing to C or higher.
- Improved my skills on understanding different clients with different needs using clear communication.
- Adapt to different methods and perspectives to make clients understand different concepts and problems.

Education Level

Dakota State University - Madison, SD, USA Aug 2022 - May 2024
Masters Degree in Analytics, 3.75/4.00

- 2023 All-Academic NSAA Conference Award
- 2023 NSAA Champions of Character Award Recipient for Baseball
- 2023 Dean's List

Lyon College - Batesville, AR, USA Jan 2021 - May 2022
Bachelor Degree in Mathematics, 4.00/4.00

- Graduated with Summa Cum Laude
- 2022 All-Academic AMC Conference Award
- 2022 Lyon College Mathematical Book Award
- 2022 Lyon College John T and Diana March Dahlquist Scholar-Athlete Award Recipient
- 2022 Lyon College The Mathematical and Chemical Family Graduate School Scholarship
- 2021 All-Academic AMC Conference Award

Organizational Experience

College Baseball - United States Aug 2017 - May 2023
Infielder

- Played in the NCAA D1, NAIA, and Junior College Level.
- Won the AMC regular season and conference tournament with Lyon College on the 2022 Season.
- Also played for the Indonesian National Team for 2018 Asian Games in Jakarta, Indonesia and winning a Bronze medal 2019 SEA Games in Clark, Philippines.

International Student Association - United States Jan 2021 - May 2022
Logistic Specialist

- In charge of finding needs for events, making sure we get the stuff that's needed for events, and executing the events.
- Held events in International Education Week like Cricket Night and International Food Tasting.

Projects

Validation of the Concept of Hip/Shoulder Separation Using Driveline Baseball Data

Summer 2024

- Used Driveline Baseball's OpenBioMechanics data to explore the concept of hip/shoulder separation in hitting.
- Utilized data visualization and data mining techniques to validate initial assumptions.
- Practiced my problem-solving skills by being able to identify a problem and attempt to solve it on my own.

TONOKA SETTLES

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
Senior Data Specialist (2024), Specialist Healthcare Evaluation (2021), Admin Support II (2017).

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



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 University of Arkansas, Little Rock, Arkansas	May 2015
Bachelor of Science Degree in Mathematics, Minor in Statistics, 3.8 GPA University of Arkansas, Little Rock, Arkansas	May 2013
Damerow Endowed Mathematics and Statistics Scholarship Recipient	2011-2012
Dean's List, Chancellor's List, UALR	2011-2012
National Park Community College Hot Springs, Arkansas	2008-2010
President's Award, NPCC	2008, 2010

Experience

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

Shalini Manjanatha

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 **Dec. 2022 – Present**
Supervisor, Data Sciences Survey Research

Senior Healthcare Data Scientist **Sept. 2021 – Dec. 2022**

- 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)

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

Senior Healthcare Data Scientist, 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

Mayumi Takada

- 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

Sharika Minor

Summary

- I am a motivated graduate student on track to receive a Masters in Statistics. Having passion for problem solving and experience with a range of statistical problem-solving techniques. Also, exposure to using various programming technologies, such as R, SAS, and Excel.

Education

B.S. MATHEMATICS | MAY 2020 | ARKANSAS STATE UNIVERSITY

- Major: Mathematics
- Minor: Statistics
- Related coursework: Applied Statistics I and II, Concepts of Programming, Structured Programing, Calculus I, II, and III, Differential Equations, Linear Algebra, Probability and Statistics I and II, Advanced Calculus I and II, Fundamentals of Accounting.

M.S. STATISTICS | EXP. AUGUST 2022 | ARKANSAS STATE UNIVERSITY

- Major: Statistics
- Related coursework: Data Analysis I and II, Statistical Methods Using R, Biostatistics, Design of Experiments, Statistical Analysis I. Currently enrolled in Statistical Analysis II, Multivariate Analysis, and Statistical Methods Using SAS.

Skills & Abilities

STATISTICS

- Understanding of varying statistical procedures and concepts including probability modelling, multiple linear regression, logistic regression, and ANOVA.

TECHNOLOGIES

- Python: With only 1 year of exposure, I am familiar with various syntax rules and definitions. I have knowledge regarding functions, calls/definitions, loops, variables, and lists. (Beginner)
- C++: I have 1 year of experience, but have a clear understanding of functions, loops, structures, variables. (Beginner)
- SQL: Less than 1 year of experience, currently using self-paced courses through Codecademy. (Beginner)
- R Statistical Programming: I have approximately 3 years of experience using R and R Studio. Using this program for many courses and projects, I have a decent understanding of the process. (Intermediate)
- SAS Programming: I have about 2 years of experience utilizing SAS. This is the required software for Data Analysis I and II. I have used this in an internship and am currently in a course focused on the software. I have used the "proc" procedure, import, gplot, glm, transreg, as well as others. (Intermediate)
- Excel: I have roughly 7 years of experience with Microsoft Excel, beginning in middle school. I have gained most of the skill over the past 3 years and can solve various problems using the application. (Intermediate-Expert)

COMMUNICATION

- During my actuarial internship, I effectively presented my summer project to the executives, other employees, and peers.

LEADERSHIP

- As a tutor on campus, I often lead group tutoring sessions for different classes.
- I am frequently asked by professors to reach out to students regarding grades, classwork, and possible assistance.

Experience

HEALTHCARE DATA SCIENTIST | ARKANSAS FOUNDATION FOR MEDICAL CARE | AUGUST 2022 – PRESENT

- 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.

ACTUARIAL INTERN | ARKANSAS BLUE CROSS BLUE SHIELD | JUNE – AUGUST 2021

- Worked alongside a lead actuary learning the role of an actuarial analyst. Helped create updated non-ACA small group health insurance plans. Gained more experience using SAS and Excel. Communicated internship experience and project with company executives.

GRADUATE ASSISTANT | ARKANSAS STATE UNIVERSITY | AUGUST 2020 - PRESENT

- Assisted a professor with utilizing Holmes Procedure in the program R. Actively tutoring for the department for various math and statistics courses. Support other professors with student outreach and coursework.

VAIBHAVI PATEL, MPH

PROFESSIONAL EXPERIENCE

**Arkansas Foundation for Medical Care (AFMC), Little Rock, AR
Healthcare Data Scientist**

November 2024 – Present

**Arkansas Department of Health (ADH), Little Rock, AR
Outbreak Response Coordinator Epidemiologist**

May 2022 – November 2024

- Provide statistical support and data analysis for quality improvement projects, including healthcare-associated infections and antibiotic-resistant infections.
- Develop and implement protocols and processes for standardized outbreak responses.
- Conduct trend analysis and data collection from large datasets using SAS and R; interpret and document results.
- Develop projects on Research Electronic Data Capture (REDCap) to collect data and creating analysis plans to meet project goals.
- Prepare and deliver presentations at local and national conferences; support internal and external communication.
- Provide regular written and oral updates on epidemiologic findings to agency leadership and external partners.
- Actively participate in the All-Payers Claims Database (APCD) workgroup; access and analyze the APCD database to identify hospitalization and mortality rates due to specific conditions, such as drug overdose.
- Develop real-time dashboards using R and Power BI for enhanced outbreak investigations.

**American Association of Physicians of Indian Origin (AAPI), Arkansas Chapter, Little Rock, AR
Administrative Director**

April 2022 – Present

- Coordinate events and manage membership data, enhancing customer service and organizational communication.
- Oversee charity and scholarship committees, managing donations and liaising with schools.
- Develop comprehensive meeting agendas and activity summaries in compliance with bylaws and regulations.

**Arkansas Department of Health, Little Rock, AR
Infection Prevention Epidemiologist**

April 2021 – May 2022

- Conducted epidemiological data analysis to uncover infectious disease outbreaks.
- Improved data tracking and outbreak response through collaboration with stakeholders.
- Created data visualizations using Excel and Power BI for webinars on COVID-19.

**CDC Foundation/Arkansas Department of Health, Little Rock, AR
COVID-19 Epidemiologist**

October 2020 – April 2021

- Analyzed and cleaned COVID-19 data, developed guidance documents and presentations on outbreak trends.
- Managed data quality and statistical analysis to optimize response protocols.

Arkansas Department of Health, Little Rock, AR
Health Program Specialist I – Testing Quality Coordinator

March 2019 – October 2020

- Coordinated testing quality for Human Immunodeficiency Virus, Hepatitis C Virus, and other Sexually Transmitted Infections; managed data entry, verification, and quality metrics.
- Facilitated community outreach and education on STIs, improving data collection and reporting.

EDUCATION

- University of Southern Mississippi, Hattiesburg, MS
Master of Public Health, 2018
- Mississippi State University, Starkville, MS
Bachelor of Science in Microbiology, 2016

PROFESSIONAL DEVELOPMENT

- Relevant Courses: SAS Programming, SAS Base Programming Certification, Data Science, Applied Epidemiology using R, Project Management
- Certifications: Infection Prevention and Control – CDC, Voluntary HIV Testing and Counseling – ADH

TECHNICAL SKILLS

- Statistical Analysis System (SAS)
- R
- Microsoft Excel
- Power BI
- Research Electronic Data Capture (REDCap)
- National Healthcare Safety Network (NHSN)
- Business Objects
- Evaluation Web

SOFT SKILLS

- Project Management
- Team Building
- Adaptability
- Critical Thinking
- Problem Solving
- Time Management

LANGUAGE SKILLS

- English (Advanced speaking, reading, writing)
- Gujarati (Advanced speaking, reading, writing)
- Hindi (Advanced speaking, reading, writing)

FERNANDO MURILLO ORDOÑEZ

Looking for opportunities for professional growth.

SKILLS

Competitive
Proactive
Empathetic
Trustworthy
Good listener

CONTACT

[Redacted Contact Information]

[Redacted Contact Information]

[Redacted Contact Information]

[Redacted Contact Information]

HOBBIES

Music
Running
Travel

EDUCATION

Universidad Lasalle
2003 - 2007

Marketing Degree

WORK EXPERIENCE

Arkansas Foundation for Medical Care (AFMC)

Arkansas, USA (Sept 2021 - present)

- *Bilingual Data Specialist Team Lead (June 2024 - present)
- *Bilingual Specialist Healthcare Evaluation (Nov. 2022 - June 2024)
- *Bilingual Community Health Worker (May 2022 - Nov 2022)
- *Bilingual COVID Specialist (Feb 2022 - May 2022)
- *Bilingual Contact Tracer Release Team (Sept 2021 - Feb 2022)

Office Recruiters, working for AFMC.

Arkansas, USA (Aug 2020 - Sept 2021)

- *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.

JOHN R. WILLIAMS

I am seeking a position where I can daily demonstrate my superior people skills while surpassing company goals and deadlines in an efficient time and manner. Morals and ethics play a very vital role in regards to my work habits.

EXPERIENCE

JULY 2024 - CURRENT
ARKANSAS FOUNDATION FOR MEDICAL CARE (AFMC)
Data Specialist

JANUARY 2021- JULY 2024 CURRENT
TWO SISTERS FAMILY MEDICAL

I HAVE BEEN A PART OF THIS COMPANY SINCE DAY 1 IN SOME TYPE CAPACITY BUT IN JANUARY 2021 I WENT TO WORK AS A REFERRAL SPECIALIST. I DID ALL REFERRALS FOR BOTH OF OUR MEDICAL CLINICS SETTING PATIENTS UP FOR SPECIALIST PROCEDURES SUCH AS RADIOLOGY AS WELL AS MEDICAL PROCEDURES. I WORK WITH ALL INSURANCE COMPANIES IN TRANSFERRING DATA FOR PATIENTS TO THEIR INSURANCE COMPANIES FOR APPROVAL OF THEIR PROCEDURES.

I WORK WITH ALMOST ALL MEDICAL ESTABLISHMENTS THROUGHOUT ARKANSAS AND WEST TENNESSEE ON A DAILY BASIS. I AM WELL VERSED IN WORKING WITH DIFFERENT INSURANCE COMPANIES AS WELL AS MEDICARE AND MEDICAID DEALING WITH PROCEDURE CODES AND DIAGNOSIS CODES. I AM WELL VERSED WITH HIPPA. IN JUNE 2022 I TOOK OVER AS OFFICE MANAGER FOR BOTH CLINICS AND BECAME THE BILLING SPECIALIST. I AM IN CHARGE OF ALL ASPECTS OF BILLING FOR BOTH CLINICS. I AM ALSO RESPONSIBLE FOR INSURANCE CREDENTIALING FOR OUR PROVIDERS. I WORK CLOSELY WITH ALL INSURANCE COMPANIES.

JULY 2017 – DECEMBER 2020
MID SOUTH MEDICAL EQUIPMENT

As a technician was responsible for delivering incontinent supplies to patients on several different routes in northeast Arkansas. I was responsible for delivery and set up of medical equipment including training the patient in proper use. I participated in monthly in service trainings concerning Medicaid and Medicare guidelines. I completed all forms upon delivery explaining Medicare/Medicaid procedures in payment for equipment. I set up all medical equipment for different hospice organizations including beds and O² set ups.

OCTOBER 2016 – JULY 2017
TWO SISTERS FAMILY MEDICAL
Data entry and building maintenance.

January 2016 – October 2016
MID SOUTH PETROLEUM SALES

While employed with MSS I worked in the West Memphis Arkansas warehouse where I was the warehouse manager in charge of all aspects of the warehouse including inventory, pulling orders, loading orders onto deliver trucks, unloading and stocking all incoming freight.

JANUARY 2015 – DECEMBER 2015

WYNNE EXHAUST DISTRIBUTORS

I was the warehouse manager at the brooks road (Memphis) facility. I overseen all aspects of the warehouse including unloading freight, stocking freight and pulling and loading orders for deliveries.

OCTOBER 2014 – DECEMBER 2014

WILLIAMS CLEANING SERVICE

I was the owner/operator of a business cleaning service.

JULY 2002 – OCTOBER 2014

FORREST CITY GROCERY SUPPLY

For 3 years I supervised the full case warehouse . I overseen the warehouse supervising 13 to 20 employees. I daily inspected warehouse for cleanliness and trained employees in all aspects of warehouse operations. As the receiving supervisor I scheduled all incoming deliveries. I spent time after receiving hours marketing specific trucking companies to our vendors. The importance of our product arriving on time was critical to our business and I researched statistics of truck lines as well as pricing and marketed the best services to our vendors.

EDUCATION

MAY, 1983

WYNNE HIGH SCHOOL

I carried a 3.0 GPA throughout high school. I excelled in music and drama earning several all state awards.

AUGUST, 1983

ARKANSAS STATE UNIV./EAST ARKANSAS COMMUNITY COLLEGE

I majored in vocal music education for 1 year at Arkansas State and Business Management for 2 years at East Arkansas Community College.

SKILLS

- MS Office proficient
- Customer service specialist
- Excellent phone communication skills
- Professional people skills

ACTIVITIES

[REDACTED]

REFERENCES.

[REDACTED]

Sheryl Hurt, CPHIMS, PCMH CCE

EDUCATION

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

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)

Senior Director, Outreach Services (2024 – present)

Director, Outreach Services, Provider Policy, and Inspections of Care (2019 – 2024)

- 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).

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

Sheryl Hurt

- 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

Sheryl Hurt

- 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.

SHELLEY RUTH, BSHA

MANAGER, IOC PROVIDER INSPECTIONS & PCMH QA

EDUCATION

MASTER OF SCIENCE IN INDUSTRIAL-ORGANIZATIONAL PSYCHOLOGY
University of Phoenix, Phoenix, AZ (currently enrolled)

BACHELOR OF SCIENCE IN HEALTH ADMINISTRATION
University of Phoenix, Phoenix, AZ

ASSOCIATE OF ARTS IN HEALTH ADMINISTRATION
University of Phoenix, Phoenix, AZ

CORE COMPETENCIES
Responsible for oversight of contract deliverables
Leadership of multi-disciplinary teams
Over 20 years Quality Improvement/Quality Assurance
Collaboration and communication with internal and external customers
Develop, implement, and monitor review processes

PUBLICATIONS

- Patient Centered Medical Home Quality Assurance – Validation, The Journal of the Arkansas Medical Society, August 2015, Volume 112, Number 3

MEMBERSHIPS

- Society for Industrial and Organization Psychology December 2024 - present
- Golden Key International Honour Society October 2024 - present
- National Association for Healthcare Quality 2014 – present
- Arkansas Cancer Coalition Member 2012 – 2014

EXPERIENCE

ARKANSAS FOUNDATION FOR MEDICAL CARE, LITTLE ROCK, AR (2012 – PRESENT)

MANAGER, IOC PROVIDER INSPECTIONS AND PATIENT CENTERED MEDICAL HOME QUALITY ASSURANCE (2012 – PRESENT)

- Manages the Inspections of Care (IOC) onsite provider inspections team and Licensed Behavioral Health clinical review team.
- Develops and implements inspection processes to ensure the integrity of provider inspections.
- Monitors activities of the IOC team to ensure all deadlines and deliverables are met for the DPSQA IOC contract.
- Supports continued education for all IOC staff to ensure a complete understanding of DPSQA program certification manuals.
- Manages the entire Patient Centered Medical Home (PCMH) Quality Assurance operation.
- Develops and implements processes for data collection and validation of program activities.

- Implements and maintains processes for provider remediation and corrective action plans.
- Monitors activities of the PCMH quality assurance operations and milestone achievements to meet PCMH requirements.
- Supports the planning, development, and implementation of PCMH requirements by Arkansas Medicaid Division of Medical Services (DMS).
- Develops and implements quality assurance process to ensure that payments are made only to eligible practices based on attainment of program objectives.
- Serves as a member of the PCMH customer service team to manage provider communication as it relates to quality assurance.
- Serves as subject matter expert on PCMH quality assurance to internal and external customers.
- *Quality Assurance Specialist, Patient Centered Medical Home*
- Served as a quality assurance monitor for practices participating in the PCMH program.
- Conducted review of self-reported data and corrective action plans.
- Assisted in the development of a practice performance tracking tool, notification forms, and additional documents to monitor PCMH program activities.
- *Quality Specialist, Physician Office Team*
- Provided support and assist with planning community events for the Healthy Hot Springs Initiative (part of Million Hearts, a national initiative co-led by CMS and the CDC).
- Provided support to Project Hope through education on chronic disease prevention.
- Provided support to the Health Ministry program, by providing health education to community members and church congregation members.
- Provided support to the Quality Colonoscopy Special Innovation Project through data collection, provider education, and consumer education.

ADDITIONAL EXPERIENCE

MERCY HOSPITAL HOT SPRINGS, HOT SPRINGS, AR (2003 – 2012)

MEDICAL STAFF COORDINATOR/PHYSICIAN LIAISON

QUALITY IMPROVEMENT COORDINATOR

NURSING ADMINISTRATION ASSISTANT

APEX FOUNDATION, WEATHERFORD, CYPRESS, TX (2002 – 2003)

OFFICE MANAGER

ST. JOSEPH'S MERCY HEALTH CENTER, HOT SPRINGS, AR (1990 – 2002)

REHABILITATION SERVICES SECRETARY

PATIENT ACCOUNT REPRESENTATIVE

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 Scientist and Public Health Programs	\$30,009.00	\$150,201.00
Kent Thompson, MPH	Manager, Data Sciences	\$10,118.00	\$96,728.00
Sydney Lewis, MPH	Supervisor, Data Sciences/Program Evaluation	\$25,974.00	\$81,582.00
Diego Caraballo, MS	Healthcare Data Scientist II	\$3,143.00	\$70,691.00
Hakeem Yatim, MS	Healthcare Data Scientist I	\$34,899.00	\$56,073.00
Tonoka Settles	Senior Data Specialist	\$11,748.00	\$42,542.00
Linda Newell, BS	Manager, Data Sciences	\$10,017.00	\$96,728.00
Shalini Manjanatha, BS	Supervisor, Data Sciences/Survey Research	\$26,265.00	\$92,314.00
Mayumi Takada, BS	Senior Healthcare Data Scientist	\$1,832.00	\$87,564.00
Sharika Minor, MS	Healthcare Data Scientist II	\$18,937.00	\$68,574.00
Vaibhavi Patel, MS	Healthcare Data Scientist I	\$15,485.00	\$56,073.00
Fernando MurilloOrdonez	Data Specialist, Team Lead (Bilingual)	\$4,360.00	\$40,864.00
John Williams	Data Specialist II	\$3,427.00	\$33,092.00
Sheryl Hurt, CPHIMS, PCMH CCE	Director of Outreach Services	\$3,076.00	\$130,704.00
Shelley Ruth, BS	Manager, Outreach Services	\$925.00	\$88,437.00
Lee Manns, MA, LADAC	Outreach Specialist	\$5,702.00	\$66,073.00

ARC

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

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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.

08-95-92-920510-33820000 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

His Excellency, Governor Christopher T. Sununu
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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 (88% 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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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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.

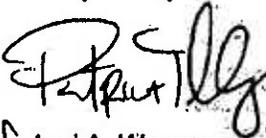
Should the Governor and Council not authorize this request, the Department may be unable to identify and mitigate challenges that address fiscal responsibility and improve transparency and accountability across the Continuum of Care System.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.959, FAIN # T1083041, T1083464, T1084659 and T1085821.

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 the monthly period.

JS

- 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 commingled 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 T1083041;

1.1.2. 2/1/2021, FAIN T1083464;

1.1.3. 2/10/2022, FAIN T1084659; and

1.1.4. 2/15/2023, FAIN T1085821.

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
ED0006804C63442...
Name: Katja S. Fox
Title: Director

Arkansas Foundation for Medical Care, Inc.

4/25/2024

Date

DocuSigned by:
John Selig
14863F2450941D...
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
748734844941460...

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	\$187,323
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	\$14,852
7. Software/Telephone	\$34,168
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

Project ID #

Contractor Initial: JS
Date: 4/25/2024

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

Project ID #

Contractor Initial: JS
 Date: 4/25/2024

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

Levi A. Shilbette
Commissioner

Katja S. Fox
Director

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	\$801,275	\$606,150	\$1,207,425

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

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 (88% 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

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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.

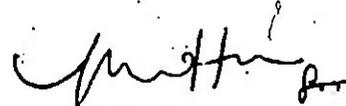
Should the Governor and Council not authorize this request, the Department may be unable to address challenges that address fiscal responsibility and improve transparency and accountability, which leads to quality improvement and builds capacity across the Alcohol and Other Drug Continuum of Care Service 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

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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.

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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

Kerala C-3 Amendment #1
Budget FY 2021

From Kansas's Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Allstate Foundation for Medical Care

Project Title: Program Evaluation and Data Services for the Mental and Other Drug (MOS) Services System

Budget Period: FY 2021

Line Item	Yield Program Cost			Estimated Man/Hours			Funded by Other approved items		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	174,172.00	11,821.00	185,993.00	0.00	0.00	0.00	174,172.00	11,821.00	185,993.00
2. Materials	242,000.00	0.00	242,000.00	0.00	0.00	0.00	242,000.00	0.00	242,000.00
3. Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4. Printing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6. Telephone	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7. Office	1,375.00	125.00	1,500.00	0.00	0.00	0.00	1,375.00	125.00	1,500.00
8. Contract	3,443,000.00	0.00	3,443,000.00	0.00	0.00	0.00	3,443,000.00	0.00	3,443,000.00
9. Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
12. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
13. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
14. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
15. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
16. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
17. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
18. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
19. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
20. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
21. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
22. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
23. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
24. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
25. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
26. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
27. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
28. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
29. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
30. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
31. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
32. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
33. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
34. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
35. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
36. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
37. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
38. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
39. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
40. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
41. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
42. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
43. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
44. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
45. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
46. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
47. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
48. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
49. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00
50. Total	4,862,172.00	12,946.00	4,875,118.00	0.00	0.00	0.00	4,862,172.00	12,946.00	4,875,118.00

Exhibit C-1 Amendment #1
Budget FY 2024

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

Computer Access Ambulance Foundation for Medical Care
Project Title: Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System
Budget Period: FY 2024

Line Item	Total Program Cost			Computer Shortfall/Match			Funded by Other Governmental Units		
	2024	2025	2026	2024	2025	2026	2024	2025	2026
1. Total Expenditures	110,000.00	110,000.00	110,000.00				110,000.00	110,000.00	110,000.00
2. Unexpended Amounts	110,000.00	110,000.00	110,000.00				110,000.00	110,000.00	110,000.00
3. Expenditures									
A. Personnel									
Personnel									
Benefits									
Travel									
Other									
B. Materials									
C. Services									
Contractual									
Travel									
Other									
D. Equipment									
E. Construction									
F. Other									
G. Other									
H. Other									
I. Other									
J. Other									
K. Other									
L. Other									
M. Other									
N. Other									
O. Other									
P. Other									
Q. Other									
R. Other									
S. Other									
T. Other									
U. Other									
V. Other									
W. Other									
X. Other									
Y. Other									
Z. Other									
TOTAL	110,000.00	110,000.00	110,000.00				110,000.00	110,000.00	110,000.00

Indicate to A Percent of Total: 0%

New Hampshire Department of Health and Human Services



Exhibit I – Amendment #1

**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 Act 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 HIPAA 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.

Contractor Initials RH

Date 01/08/2022

New Hampshire Department of Health and Human Services



Exhibit I - Amendment #1

- 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@dohs.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:
 - o The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

New Hampshire Department of Health and Human Services



Exhibit I – Amendment #1

- o The unauthorized access or use of the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed; and
 - o 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



New Hampshire Department of Health and Human Services

Exhibit I – Amendment #1

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 Entity's 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

New Hampshire Department of Health and Human Services



Exhibit I - Amendment #1

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 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...



New Hampshire Department of Health and Human Services

Exhibit I - Amendment #1

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

Department of Health and Human Services

~~The State~~

Katja S. Fox

Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

1/7/2022

Date

Arkansas Foundation for Medical Care (AFMC)

Name of the Contractor

Ray Hanley

Signature of Authorized Representative

Ray Hanley

Name of Authorized Representative

President & CEO

Title of Authorized Representative

January 6, 2022

Date

AUG 12 '20 PM 2:25 DRS

14
MAC



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

Leif A. Sibbette
Commissioner

Kelja S. Fox
Director

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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$200,425
			Total	\$801,700

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

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

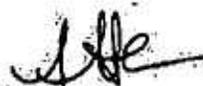
Source of Funds: 16.50% Federal Funds, CFDA #93.959 FAIN #TI083041, 75% Other Funds (Governor Commission Funds) and 8.50% State General Funds.

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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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,



FUL
Lori A. Shibinette
Commissioner

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**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-2021-BDA3-01-PROGR

RFP Name

RFP Number

Reviewer Names

	Bidder Name
1.	AFMC
2.	JSI
3.	Mountain Plains Evaluation
4.	NextStep
5.	0
6.	0
7.	0

Pass/Fail	Maximum Points	Actual Points
	276	265
	276	153
	276	176
	276	28
	276	0
	276	0
	276	0

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-2021-0DAS-01-PROGR-01)

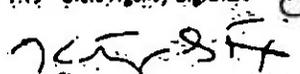
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 05-093-092-920510-3382; 05-093-092-920510-3384	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  Date: 08/03/2020		1.12 Name and Title of Contractor Signatory Ray Hanley, President and Chief Executive Officer	
1.13 State Agency Signatory  Date: 8/4/20		1.14 Name and Title of State Agency Signatory Katya 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: <i>Catherine Pinos</i> On: 08/10/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 D 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 D, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION.

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

Contractor Initials RM
Date 08/01/2010

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials: RH
Date: 08/03/2020

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EXHIBIT A

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.

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EXHIBIT B



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.

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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.

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EXHIBIT B

- 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:

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- 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.

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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 REDCap™ 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:

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- 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.

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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.

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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.

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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 Alcohol 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%).

New Hampshire Department of Health and Human Services
Program Evaluation and Data Services for the Alcohol and Other Drug
(AOD) Services System EXHIBIT C



- 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@dhs.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.

Arkansas Foundation for Medical Care, Inc.

Exhibit C

Contractor Initials:

RFP: 2021-BDAS-01-PROGR-01

Page 2 of 3

Date: 08/03/2020

Rev. 01/08/19

New Hampshire Department of Health and Human Services
Program Evaluation and Data Services for the Alcohol and Other Drug
(AOD) Services System. **EXHIBIT C**



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.

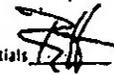
12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception 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: Program 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	\$ 227,567	\$ -	\$ -	\$ -	\$ 176,783	\$ 50,784	\$ 227,567
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	\$ 10,398	\$ 2,987	\$ 13,385	\$ -	\$ -	\$ -	\$ 10,398	\$ 2,987	\$ 13,385
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 mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 308,665	\$ 88,736	\$ 397,401	\$ -	\$ -	\$ -	\$ 308,665	\$ 88,736	\$ 397,401

Indirect As A Percent of Direct 28.73%

Arkansas Foundation for Medical Care, Inc.
RFP-2021-BDAS-01-PROGR-01
Exhibit C-1
Page 3 of 1

Contractor Initials 
Date 02/06/2020

Docusign Envelope ID: 197C1901-2B8D-4E35-960F-8ADF3001B06F

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: Program Evaluation and Data Services for the Alcohol and Other Drug (AOD) Services System									
Budget Period: SFY 2022									
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	\$ 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	\$ 10,756	\$ 3,091	\$ 13,847	\$ -	\$ -	\$ -	\$ 10,756	\$ 3,091	\$ 13,847
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/Communication	\$ 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	\$ 80,187	\$ 404,099	\$ -	\$ -	\$ -	\$ 313,912	\$ 80,187	\$ 404,099

Indirect As A Percent of Direct 28.73%

Arkansas Foundation for Medical Care, Inc.
RFP-2021-BDAS-01-PROGR-01
Exhibit C-2
Page 1 of 1

Contractor Initials RH 

Date 03/07/20



New Hampshire Department of Health and Human Services
Exhibit D

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 21681-21891), 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 03301-8505

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

New Hampshire Department of Health and Human Services
Exhibit D



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.


Name: Ray Hanley
Title: President and CEO

08/03/2020

Date

New Hampshire Department of Health and Human Services
Exhibit E



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):

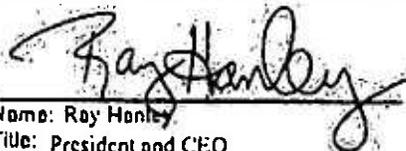
- * Temporary Assistance to Needy Families under Title IV-A
- * Child Support Enforcement Program under Title IV-D
- * Social Services Block Grant Program under Title XX
- * Medicaid Program under Title XIX
- * Community Services Block Grant under Title VI
- * Child Care Development Block Grant under 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-1.)
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.


Name: Ray Hanley
Title: President and CEO

08/03/2020
Date

New Hampshire Department of Health and Human Services
Exhibit F



**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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(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 75, 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

New Hampshire Department of Health and Human Services
Exhibit G



**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 6108-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials: RH

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

New Hampshire Department of Health and Human Services
Exhibit G



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 Hanky
Title: President and CEO

Exhibit G

Vendor Initials



Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit H



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.

Name: Ray Hanley
Title: President and CEO

08/03/2020
Date

New Hampshire Department of Health and Human Services



Exhibit I

**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, Title XIII, 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.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Vendor Initials

[Handwritten initials]

Date 01/05/2020

New Hampshire Department of Health and Human Services



Exhibit I

- 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 not disclose the PHI.

New Hampshire Department of Health and Human Services



Exhibit I

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:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o 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 days 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 (I). 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

37014

Contractor Initials

RR

Date: 02/03/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

New Hampshire Department of Health and Human Services



Exhibit I

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.

3/2014

Vendor Initials: RH

Date: 04/03/2020

New Hampshire Department of Health and Human Services



Exhibit I

- e. **Severability.** 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) l, 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

The State

Katya S. Fox

Signature of Authorized Representative

Katya S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

8/6/2020

Date

Arkansas Foundation of Medical Care, Inc.

Name of the Vendor

Ray Hanley

Signature of Authorized Representative

Ray Hanley

Name of Authorized Representative

President and CEO

Title of Authorized Representative

08/05/2020

Date

RH

New Hampshire Department of Health and Human Services
Exhibit J



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

Vendor Initials RII
Date 08/03/2020

New Hampshire Department of Health and Human Services
Exhibit J



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?

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: _____

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 electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

OHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 Department's 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

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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/dolt/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.

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- 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

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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

Handwritten initials, possibly "RA", written in black ink over a horizontal line.