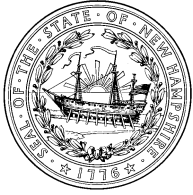


168 - 6/17/26



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 20, 2026

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 contract with Arkansas Foundation for Medical Care, Inc. (VC#333439-P001), Little Rock, AR, in the amount of \$428,037, to provide program evaluation and data collection, analysis, and reporting for the Alcohol and Other Drug Services System in New Hampshire, with the option to renew for up to four (4) additional years, effective July 1, 2026, upon Governor and Council approval through June 30, 2027. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2027, with the authority to adjust budget line items within the price limitation 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'S COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2027	102-500731	Contracts for Prog Svs	92058512	\$428,037
			Total	\$428,037

EXPLANATION

The purpose of this request is for the Contractor to provide program evaluation and data collection, analysis and reporting for the NH Alcohol and Other Drug Services System. The evaluation and analysis will address challenges and build capacity across the NH Alcohol and Other Drug Services System, including substance misuse prevention, early intervention, treatment and recovery support services that are integrated with primary health care and mental health system and align with the Department's efforts to establish whole-person-centered and community-based systems of care.

The Contractor will provide comprehensive support to the Department through detailed evaluation of program performance, including the assessment of service delivery processes, review of implementation quality, and measurement of participant outcomes. This work will include verifying fidelity to research-based models by conducting structured reviews, monitoring adherence to required protocols, and documenting variations that may affect program effectiveness. The Contractor will also conduct in-depth analyses of program outcomes to ensure that services are being delivered as intended and are achieving their desired impact.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

In accordance with RSA 12-J:5, the Contractor will collaborate with the Department to design and carry out cost-effectiveness and outcomes analyses for programs funded, in whole or in part, by the Governor's Commission on Addiction, Treatment, and Prevention. This will include identifying appropriate cost and outcome measures, collecting and validating financial and programmatic data, and producing analytic reports that demonstrate the value and effectiveness of funded initiatives.

The Contractor will further support the Department by collecting, analyzing, interpreting, and reporting data related to the Alcohol and Other Drug Services System. Activities will include developing and maintaining data collection tools, synthesizing statewide and regional trends, preparing data dashboards or summaries to inform decision-making, and providing recommendations to strengthen substance misuse policies, programs, and practices.

Additionally, the Contractor will provide administrative support for the implementation of the voluntary, Centers for Disease Control and Prevention's New Hampshire Youth Risk Behavior Survey, including coordinating with school districts, managing survey timelines and documentation requirements, supporting data collection logistics, and assisting with the preparation of the final deliverable.

The Department will monitor services through the review of monthly progress reports related to accomplishments of the contract goals and performance measures, for each scope of work and regularly scheduled meetings with the Contractor.

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 February 18, 2026 through March 30, 2026. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The contract was awarded to the Vendor with the overall highest score. This is not a low bid award. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to four (4) 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 Department may be unable to identify and mitigate challenges leading to inefficient use of resources, missed opportunities for improvement, and policies that are not informed by accurate data, ultimately weakening the NH Alcohol and Other Drug Services System and its ability to address substance misuse effectively.

Respectfully submitted,



for:

Lori A. Weaver
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 11, 2026

Lori A. Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Arkansas Foundation for Medical Care, Inc., as described below and referenced as DoIT No. 2026-068.

The purpose of this request is to provide program evaluation and data collection, analysis, and reporting for the Alcohol and Other Drug Services System in New Hampshire.

The Total Price Limitation shall be \$428,037, effective upon Governor and Council approval through June 30, 2027.

A copy of this letter must accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Denis Goulet

DG/jd
DoIT #2026-068

cc: Ken Gagne, IT Manager, DoIT

Project ID # RFP-2027-DBH-07-PROGR

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

	Maximum Points Available	Arkansas Foundation for Medical Care, Inc.	Center for Behavioral Health Integration	Prospectus Group	Syra Health Corp
Technical					
Q1 - EXPERIENCE	250	238	228	178	165
Q2 - ABILITY / WORK PLAN	250	236	209	153	144
Q3 CAPACITY / STAFFING	200	190	166	129	83
Subtotal - Technical	700	664	603	460	392
If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.					
Cost					
Vendor Cost	250	248	250	246	N/A
Vendor Budget Evaluation	50	45	24	25	N/A
Subtotal - Cost	300	293	274	271	0
TOTAL POINTS	1000	957	877	731	392
TOTAL PROPOSED VENDOR COST		\$428,037	\$424,775	\$431,315	N/A

Reviewer Name

Title

1	Bridget Resse	Maternal and Child Health (MCH) Data & Block Grant Manager
2	Jennifer Olson	IT Manager
3	Mike Rogers	Assistant Administrator, DBH
4	Susan Ryan	DHHS Financial Analyst, Rate Setting

Subject: Program Evaluation and Data Services for the AOD Services System (RFP-2027-DBH-07-PROGR-01)

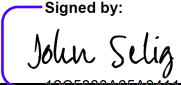
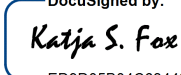
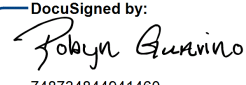
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Arkansas Foundation for Medical Care, Inc.		1.4 Contractor Address 1020 West 4th St, Suite 400 Little Rock, AR 72201	
1.5 Contractor Phone Number 501-212-8600	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$428,037
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by:  Date: 5/26/2026		1.12 Name and Title of Contractor Signatory John Selig President & CEO	
1.13 State Agency Signature DocuSigned by:  Date: 5/26/2026		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/26/2026			
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 B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Program Evaluation and Data Services for the AOD Services System
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2026 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 6, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1., is amended as follows:

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, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive Order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

1.4. Paragraph 9, Termination, Subparagraph 9.2., is amended as follows:

9.2. Termination Procedure

9.2.1. In the event of the termination pursuant to Subparagraph 9.1., the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2.2. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice

**New Hampshire Department of Health and Human Services
Program Evaluation and Data Services for the AOD Services System
EXHIBIT A**

of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3. If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4. This covenant in paragraph 9 shall survive the termination of this Contract.

1.5. Paragraph 10, Property Ownership/Disclosure, Subparagraphs 10.2., through 10.8., is amended as follows:

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. The data must be returned to the State in a manner and format agreeable to the State.

10.3. Disclosure of data, information and other records shall be governed by NH RSA chapter 91- A and/or other applicable law, and Exhibit E - DHHS Information Security Requirements. Disclosure requires prior written approval of the State.

**New Hampshire Department of Health and Human Services
Program Evaluation and Data Services for the AOD Services System
EXHIBIT A**

- 10.4. In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Exhibit E - DHHS Information Security Requirements.
- 10.5. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- 10.5.1. Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - 10.5.2. Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
 - 10.5.3. Is disclosed with the written consent of the disclosing Party.
- 10.6. A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 10.7. Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.8. This covenant in paragraph 10 shall survive the termination of this Contract.
- 1.6. Paragraph 12, Assignment/Delegation/Subcontracts, Subparagraph 12.1., is amended as follows:
- 12.1. Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State. In the event that the State does not consent to the assignment the State shall have the option to

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immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

1.7. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding Subparagraph 12.5., as follows:

12.5. 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 must have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

1.8. The following Paragraphs are added and made part of the P37:

27. Force Majeure

27.1. Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

27.2. Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. Requirements for Web Content and Mobile Application Accessibility.

28.1. Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1., of the Web Content Accessibility Guidelines at Level AA conformance.

28.2. Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards



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set forth in Paragraph 28.1., to be determined by a third-party selected by the State in its sole and discretion.

29. Exhibits/Attachments

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

30. Non-Exclusive Contract

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. Prohibited Technologies

- a. No equipment or services listed on the [State of New Hampshire's Prohibited Technologies List](#) may be used, as required by in Executive Order 2022-09; and
- b. No equipment or services on the [FCC Covered List](#) may be used as required by The Secure and Trusted Communications Networks Act of 2019, Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified as amended at 47 U.S.C. §§ 1601–1609).

32. Order Of Precedence

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. State of New Hampshire, Department of Health and Human Services RFP.
- iii. Vendor Proposal Response.
- iv. Additional Contractor Provided Documents, if applicable.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor must collaborate with the Department of Health and Human Services, Bureau of Drug and Alcohol Services (Department) to address gaps and build capacity across the NH Alcohol and Other Drug (AOD) Services System. The AOD Services System includes substance misuse prevention, early intervention, treatment and recovery support services that are integrated with primary health care and mental health and align with the Department’s efforts to establish whole-person-centered and community-based systems of care. The Contractor must conduct program evaluations; perform annual peer reviews; analyze cost-effectiveness; support data collection and visualization; and produce required reports.
- 1.2. Program Evaluation
 - 1.2.1. The Contractor must provide evaluation support and services to the Department’s contracted prevention, early-intervention, treatment and recovery supports programs, as identified and directed by the Department and as required by federal and state funding sources, including:
 - 1.2.1.1. A minimum of one (1) Program Evaluation, per State Fiscal Year (SFY) that assesses the performance of a program at all stages of development;
 - 1.2.1.2. A minimum of one (1) Process Evaluation, per SFY that ensures program fidelity by assessing whether a program or process is implemented as designed and operating as intended; and
 - 1.2.1.3. A minimum of one (1) Outcome Evaluation, per SFY that examines the results, either intended or unintended, of a program’s service delivery.
 - 1.2.2. The Contractor must develop and utilize methodologies and resources, in collaboration with, and as approved by the Department, to assist in the evaluation of programs, this includes:
 - 1.2.2.1. Site visits to provider locations.
 - 1.2.2.2. Interviews with providers and identified stakeholders.
 - 1.2.3. The Contractor must conduct and complete Independent Peer Reviews (IPR) as required through the Substance Abuse and Mental Health Services Administration (SAMHSA), [Substance Use Prevention, Treatment, and Recovery Services Block Grant \(SUBG\)](#), [Title XIX, Part B, Subpart III of the Public Health Service Act, 42 USC, 300x-53, Additional Requirements](#). The Contractor must ensure:
 - 1.2.3.1. IPRs are conducted of not less than five percent (5%) of the organizations contracted with the Department to provide SUD treatment services, perSFY;

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- 1.2.3.2. Any confidential data collected, analyzed, stored, or shared as part of the IPR is done in a secure manner and in accordance with Section 1.13, Confidential Data.
- 1.2.4. The Contractor must participate in federal evaluation webinars associated with the Department's awarded federal grants, as requested and identified by the Department.
- 1.2.5. The Contractor must develop evaluation documents and reports required for State and federal grants, as requested by and in consultation with the Department including:
 - 1.2.5.1. Demonstrated progress in meeting stated goals;
 - 1.2.5.2. An explanation of challenges and successes that contributed to the outcomes; and
 - 1.2.5.3. Identification of opportunities for improvement in evaluation efforts.
- 1.3. Cost Effectiveness and Outcomes Analysis and Report
 - 1.3.1. The Contractor must collaborate with the Department to analyze the cost effectiveness and outcomes of programs funded in whole or in part by the Governor's Commission on Addiction, Treatment, and Prevention, in accordance with RSA 12-J:5. The cost effectiveness and outcomes analysis must include, but is not limited to, comparing one intervention to another intervention by estimating how much it costs to gain a unit of a health outcome.
 - 1.3.2. The Contractor must develop an annual Cost Effectiveness and Outcomes Report, based on the cost effectiveness and outcomes analysis, and in accordance with RSA 12-J:5, which must include:
 - 1.3.2.1. Program description;
 - 1.3.2.2. Intended outcome;
 - 1.3.2.3. Target participant population;
 - 1.3.2.4. Oversight agency;
 - 1.3.2.5. Annual budget;
 - 1.3.2.6. Average cost per participant; and
 - 1.3.2.7. An assessment of the evidence of effectiveness for intended outcome.
 - 1.3.3. The Contractor must ensure the Cost Effectiveness and Outcomes Report is submitted to the Department no later than 60 calendar days prior to January 1 of each year, for review and approval before submission to the Commission.
- 1.4. Data Collection, Analysis, Interpretation, Reporting, and Support

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- 1.4.1. The Contractor must assist and support the Department in the collection, analysis, interpretation, and reporting of data related to the AOD Services System for the purposes of improving and informing substance misuse policies, programs, and practices. The Contractor must ensure activities include, but are not limited to:
 - 1.4.1.1. Identifying methodologies for data collection.
 - 1.4.1.2. Identifying reporting requirements for state and federal funding sources.
 - 1.4.1.3. Gathering and compiling relevant substance misuse prevention, treatment, and recovery services information and data, as identified by the Department.
 - 1.4.1.4. Analyzing and translating data into a variety of formats.
 - 1.4.1.5. Facilitating the collection and reporting of data including, but not limited to, creating a data profile relative to a subset of the larger population who are at greater risk of developing a SUD or, by proximity, are at a greater risk of the consequences of individuals with a SUD.
 - 1.4.1.6. Integrating quality data assessment procedures into regular data management practices.
 - 1.4.1.7. Developing a summary report of aggregate, de-identified client-level data.
 - 1.4.1.8. Developing narrative responses and preparing documents as determined and requested by the Department.
- 1.4.2. The Contractor must select, procure, and utilize agile software, systems, and tools, approved by the Department, to collect and analyze quantitative and qualitative data. The Contractor must ensure:
 - 1.4.2.1. The software, systems, and tools have role-based access controls, determined in collaboration with the Department, to restrict system access to only authorized users;
 - 1.4.2.2. The software, systems, and tools allow for data entry from Department-identified programs and individuals;
 - 1.4.2.3. All client-level data disseminated is de-identified and in aggregate format;
 - 1.4.2.4. On-boarding and training is provided for all users and as requested by the Department; and
 - 1.4.2.5. Only Department-identified users have access and any user the Department identifies as no longer needing access, is removed within one (1) business day.
- 1.4.3. The Contractor must design, publish, and provide data reports in user-friendly and accessible formats, as directed by the Department including, but not

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limited to data summaries, profiles, dashboards, charts, graphs, and tables that visually represent findings.

- 1.4.4. The Contractor must ensure all materials developed through this Agreement are reviewed and approved by the Department before publication or dissemination.
- 1.4.5. The Contractor must ensure all methods for data collection, storage, analytics, reporting, transmitting, or processing under this Agreement complies with the conditions of Exhibit B-1, DHHS Hybrid DoIT Requirements Workbook, Exhibit E, DHHS Information Security Requirements and Exhibit F, Business Associate Agreement.
- 1.5. NH Youth Risk Behavior Survey
 - 1.5.1. The Contractor must provide administrative assistance to the Department for the implementation of the Centers for Disease Control and Prevention (CDC) NH Youth Risk Behavior Survey (YRBS), which includes, but is not limited to:
 - 1.5.1.1. Administering of the YRBS in both electronic and printed format for up to 80 participating public high schools, statewide, formatted in accordance with the requirements of the CDC and the Department.
 - 1.5.1.2. Collecting and scanning completed surveys.
 - 1.5.1.3. Developing a clean dataset of coded results.
 - 1.5.1.4. Providing a codebook for the clean dataset.
 - 1.5.1.5. 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.
 - 1.5.1.6. Providing consultation and information regarding the clean data format and results.
 - 1.5.1.7. Printing, delivery, and distribution of approximately 45,000 YRBS questionnaires in booklet form, answer sheets, classroom level forms and instructions, providing pencils and all supporting supplies;
 - 1.5.1.8. Setting up YRBS questionnaire in approved CDC electronic format. Reviewing and making corrections to the questionnaire, providing testing URL's for CDC and Department approval;
 - 1.5.1.9. Providing individual classroom codes for administering YRBS survey electronically at YRBS participating schools. Working with school IT departments to ensure internet connectivity;
 - 1.5.1.10. Working with schools to provide shipping labels to ensure the forms are shipped back to the Contractor;

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- 1.5.1.11. Working with schools and the Department’s YRBS coordinator to ensure all schools have been accurately surveyed and submitted all relevant forms correctly;
- 1.5.1.12. Transmitting all survey data, including classroom forms to the Department in the proper format by the required CDC deadline.
- 1.5.2. The Contractor must provide YRBS evaluation interpretation and translation of raw data into useable report for school level and/or regional level reports for the Department and its providers, as requested.
- 1.6. The Contractor must provide written methodologies for proposed activities to the Department, when appropriate and when requested, for approval prior to implementing such activities.
- 1.7. The Contractor must conduct a project kick-off meeting with the Department and identified project staff within 20 business days following the contract effective date to review a draft Work Plan that defines the goals, objectives, activities, deliverables, and due dates for each scope of work.
- 1.8. The Contractor must adhere to the following Project Timeline Overview and must provide a detailed Work Plan to the Department, prior to August 31, 2026 for review and approval. Changes to the Timeline or Work Plan can be made with Department approval and the Contractor must ensure any updates to the approved Timeline or Work Plan are reviewed and approved by the Department prior to implementation.

Project Timeline Overview	
Major Milestone Activity	Timeframe
Project Kick Off Meeting	July 2026
Final Work Plan and Timeline approved by the Department	August 2026
Prevention Evaluation	
Data Collection	July – September 2026
Site Visits	October 2026
Data Analysis	October – December 2026
Final Reporting	January – March 2027
Treatment Evaluation	
Data Collection	July – September 2026
Site Visits	October 2026
Data Analysis	October 2026 – January 2027
Final Reporting	February – June 2027
Recovery Evaluation	

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Data Collection	July – September 2026
Site Visits	October 2026
Data Analysis	October 2026 – January 2027
Final Reporting	February – April 2027
Cost Effectiveness and Outcome Report	
Planning and Data Acquisition	July –August 2026
Data Analysis	September 2026
Report Writing	October 2026
Finalization	November 2026
YRBS Administration	
Project Initiation and Planning	July – August 2026
Instrument Programming and Paper Preparation	August – December 2026
School Recruitment and Training	December 2026 – June 2027
Survey Administration	January – May 2027
Data Processing and Quality Control	January – May 2027
Final Submission and Documentation	June 2027
Independent Peer Review	
Project Initiation and Planning	October – December 2026
Interviews	December 2026 – January 2027
Reporting	February – March 2027

1.9. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department to review and monitor delivery of contract services.

1.10. Key Performance Metrics

1.10.1. The Contractor must apply data-driven performance metrics to demonstrate the effectiveness, efficiency, and impact of services. Performance metrics must include:

Performance Area	Metric	Measurement Approach
Effectiveness	Service reach and participation	Percentage of targeted populations reached, number of participants served by

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		prevention, treatment, and recovery programs.
	Participant retention and completion	Percentage of participants completing services or program milestones.
	Recovery and behavioral outcomes	Changes in risk and protective factors, recovery stability indicators, and other outcome measures reported by programs.
Efficiency	Timeliness of service delivery	Average time from referral to service initiation; adherence to established timelines.
	Provider reporting compliance	Percentage of providers submitting complete and accurate data within required reporting periods.
	Data quality performance	Rate of validated records passing quality checks and data completeness thresholds.
	Cost efficiency	Cost per participant served and cost per outcome achieved.
Impact	System capacity and service coverage	Changes in service availability and geographic coverage of services.
	Cross-system coordination	Evidence of improved collaboration among prevention, treatment, and recovery services.
	Long-term outcome trends	Multi-year trends in substance use indicators, service utilization, and recovery outcomes.
Evaluation Operations	Evaluation reporting timelines	Percentage of required reports and deliverables submitted on or before deadlines.
	Responsiveness to Department requests	Average response time to requests for data, analyses, or clarification.
	Training and technical assistance delivery	Number of training or technical assistance sessions delivered to subgrantees.
Independent Peer Review	Peer review completion	Percentage of required provider peer reviews completed annually in accordance with contract requirements.
	Review timelines	Average number of days from receipt of records to completion of peer review report.

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	Clinical review consistency	Percentage of peer reviews meeting standardized documentation and protocol standards.
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1.10.2. The Contractor must implement performance metrics for the YRBS that are aligned with the Centers for Disease Control and Prevention (CDC) standards, ensuring:

1.10.2.1. Effectiveness is measured through achievement of CDC-required program thresholds, successful data cleaning procedures, and timely submission of datasets and documentation to the Department;

1.10.2.2. Efficiency is assessed by adherence to the approved project timeline, average time from survey administration to delivery of school participation counts, rate of error-free optical or electronic data capture, and following and completion of quality assurance checks prior to, during, and after survey administration; and

1.10.2.3. Impact is demonstrated through the usability and dissemination of results, including data briefs, stakeholder updates and presentations, on-time production and delivery of datasets, and documented utilization of YRBS findings to inform policy, funding decisions, and prevention programming.

1.11. Reporting Requirements

1.11.1. Independent Peer Review Reporting

1.11.1.1. The Contractor must ensure all IPR-related data, shared with the Department for reporting purposes is done in a secure manner and in accordance with Section 1.13, Confidential Data.

1.11.1.2. The Contractor must submit summary IPR reports to the Department for review and approval, within 30 calendar days of completing each review.

1.11.1.3. The Contractor must submit all final documents related to each IPR to the Department no later than June 30 of each SFY.

1.11.2. The Contractor must provide the Department with aggregate, client-level, de-identified data that supports contract deliverables. The Contractor must ensure client-level, de-identified data excludes information allowing the individual to be identified or constructively identified. Constructively identified means that by using the information provided and what is reasonably and predictably available to a predictable recipient of the information the individual could be identified. The Contractor must provide de-identified data from which there is no reasonable basis to believe that the data used alone or in combination with other reasonably available information, could be used to identify an individual who is a subject of the information.

1.11.3. The Contractor must develop and provide documents and reports related to all contract services as requested by the Department, in a format approved by the Department, and within timeframes approved by the Department.

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- 1.11.4. The Contractor must 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:
 - 1.11.4.1. A summary of the key work performed for each scope of work during the monthly period.
 - 1.11.4.2. Encountered and foreseeable key issues and suggested mitigations strategies for each.
 - 1.11.4.3. Scheduled work for the upcoming period.
- 1.11.5. The Contractor must complete and submit an end of year report no later than 60 days after the end of the SFY which provides, at a minimum:
 - 1.11.5.1. A complete program overview.
 - 1.11.5.2. Accomplishments towards program goals and performance measures linked to outcomes for each scope of work.
 - 1.11.5.3. End of year financial report.
- 1.11.6. The Contractor must print, package, deliver and distribute a minimum of 45,000 Youth Risk Behavior Surveys to a minimum of 80 participating public high schools, statewide.
- 1.11.7. The Contractor must provide the clean data file for the YRBS in ASCII format to the Department within the timeframes as required by the CDC and agreed upon in the work plan.
- 1.11.8. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
- 1.13. Confidential Data
 - 1.13.1. The Contractor must ensure all services are provided in accordance with state and federal laws and rules, including, but not limited to:
 - 1.13.1.1. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), including the Privacy, Security, and Breach notification rules; and

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- 1.13.1.2. The Confidentiality of Substance Use Disorder (SUD) Patient Records regulations under 45 CFR 160, 162, and 164, and 42 CFR Part 2, as applicable.
- 1.13.2. 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.
- 1.13.3. 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. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.
- 1.14. Privacy Impact Assessment
 - 1.14.1. 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:
 - 1.14.1.1. How PII is gathered and stored;
 - 1.14.1.2. Who will have access to PII;
 - 1.14.1.3. How PII will be used in the system;
 - 1.14.1.4. How individual consent will be achieved and revoked; and
 - 1.14.1.5. Privacy practices.
 - 1.14.2. 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.
- 1.15. Department Owned Devices, Systems and Network Usage
 - 1.15.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.15.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

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- 1.15.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 1.15.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 1.15.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 1.15.1.5. Only use equipment, software, or subscription(s) authorized by the Department’s Information Security Office or designee;
- 1.15.1.6. Not install non-standard software on any Department equipment unless authorized by the Department’s Information Security Office or designee;
- 1.15.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”
- 1.15.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.15.1.9. Agree when utilizing the Department’s email system:
 - 1.15.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
 - 1.15.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.15.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

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- 1.15.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 1.15.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.15.1.10.2. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 1.15.1.10.3. Only access the Department’s intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 1.15.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.15.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department’s Information Security Office or designee immediately.

1.16. Contract End-of-Life Transition Services

1.16.1. General Requirements

- 1.16.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the Department and, if applicable, the new Contractor (“Recipient”) engaged by the Department to assume the services. 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 Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.16.1.2. The Contractor must 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

**New Hampshire Department of Health and Human Services
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Exhibit B – Scope of Services

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.

- 1.16.1.3. 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.
- 1.16.1.4. 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.
- 1.16.1.5. In the event 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.
- 1.16.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department’s DHHS Information Security Requirements Exhibit.

1.16.2. Completion of Transition Services

- 1.16.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (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 fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.16.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department’s Information Security Requirements Exhibit.

1.16.3. Disagreement over Transition Services Results

- 1.16.3.1. 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 fifteen (15) business days of the final product or at any time during the data

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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.

2. Exhibits Incorporated

- 2.1. The Contractor must comply with all Exhibit D Federal Requirements, which are attached hereto and incorporated by reference herein.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 2.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. 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.
- 3.2. Credits and Copyright Ownership
 - 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
 - 3.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
 - 3.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
 - 3.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the

**New Hampshire Department of Health and Human Services
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performance of the Contract, and all income received or collected by the Contractor.

- 4.1.2. 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.
- 4.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit B-1
DHHS Hybrid DoIT Requirements Workbook

APPLICATION REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field). <i>TLS 1.2+ (TLS 1.3 preferred), disallowing deprecated ciphers; document versions supported and any rate limiting or authorization scopes.</i>	M	Yes	Standard
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation. <i>Exports must be in machine readable formats (example: CSV, XML) with documented schemas and field dictionaries.</i>	M	Yes	Standard
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1, and WCAG 2.1 level AA	M	Yes	Standard
A1.4	The Contractor must complete the VPAT 2.5 WCAG (November 2023) and submit with their technical proposal. (Click on cell for the link)	M	Yes	Standard
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. <i>Require MFA for administrative and remote access, enforce least privilege with role -based access, session timeouts, device and network restrictions for privileged roles</i>	M	Yes	Standard
A2.2	<i>System shall generate security relevant logs (authN/authZ events, admin actions, data exports, config changes) with synchronized timestamps (NTP), immutable storage, role -restricted access, and retention</i>	M	Yes	Standard
APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State’s web site and its related Data assets.	M	Yes	Standard
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard

Exhibit B-1
DHHS Hybrid DoIT Requirements Workbook

T.1.12	For web applications, the Vendor must ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard
T1.14	Prior to the System being moved into production, the Vendor must provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard
T1.15	The Vendor must provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard
STANDARD TESTING				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard
T2.4	The Vendor must define and test disaster recovery procedures.	M	Yes	Standard
H2.4	The Vendor must ensure back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard
SERVICE LEVEL AGREEMENT				
H4.1	The Vendor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H4.2	The Vendor must maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H4.3	The Vendor must repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard

Exhibit B-1
DHHS Hybrid DoIT Requirements Workbook

H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	M	Yes	Standard
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard

Exhibit B-1
DHHS Hybrid DoIT Requirements Workbook

H4.13	The Vendor must maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard
H4.14	The Vendor must give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.7	For all maintenance Services calls, the Vendor must ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Yes	Standard
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR §200.331.
 - 2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment in accordance with Section 3 above.
 - 4.4. Includes supporting documentation of allowable costs, labeled by budgeted line item with each invoice that may include, but are not limited to timesheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department to initiate payment.
 - 4.6. Is assigned an electronic signature and is emailed to invoicesforcontracts@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days of receipt of each invoice and any required supporting documentation, subsequent to approval of the submitted invoice.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the ~~contract~~

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

EXHIBIT C

completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost 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.
8. If applicable, the Contractor must notify the Department of any revisions, updates, or extensions to the Contractor's federal negotiated indirect cost rate agreement (NICRA) by submitting a copy of the revised NICRA to the Department within five (5) business days of the Contractor's receipt of the NICRA from the cognizant federal agency.
9. Audits
 - 9.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 9.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Contractor must submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
 - 9.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 9.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

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

EXHIBIT C

- 9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and must return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.
10. If applicable, the Contractor must request disposition instructions from the Department for any equipment, based on 2 CFR 200.313, purchased using funds provided under this Agreement.

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Exhibit C-1 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Arkansas Foundation for Medical Care, Inc.
Budget Request for:	Program Evaluation and Data Services for the AOD Services System
Budget Period	July 1 2026 - June 30, 2027
Indirect Cost Rate (if applicable)	15%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$172,047
2. Fringe Benefits	\$85,335
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 - Survey Administration	\$4,480
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$513
6. Travel	\$19,435
7. Software	\$39,995
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$0
Other - Survey Distribution & Materials (Printing/Postage)	\$50,400
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$372,206
Total Indirect Costs	\$55,831
TOTAL	\$428,037

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Contractor Initials: _____

Date: 5/26/2026

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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 CONTRACTORS OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

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

1. The Contractor 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 Contractor’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 Contractor’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 Agreement 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 Agreement, 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;

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- 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 contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
 - 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

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New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

The Contractor 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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 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 Agreement, 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 Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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 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 (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
 13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
 15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services

Exhibit D – Federal Requirements

SECTION E: 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 Contractor 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 Agreement, the Contractor 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.

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Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; 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 Contractor 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 Contractor 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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 UEI (SAM.gov) number for your entity is: QC3BZNR5F655
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: _____

Name: _____ Amount: _____

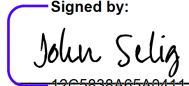
Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Contractor Name: AFMC

5/26/2026
Date: _____

Signed by:

Name: John Selig
Title: President & CEO

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Exhibit E

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

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Exhibit E

DHHS Information Security Requirements

or misplacement of hardcopy documents, and misrouting of physical or electronic 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.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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DHHS Information Security Requirements

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

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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.).

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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 Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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
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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.


Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials 

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 5/26/2026



New Hampshire Department of Health and Human

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, 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, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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 Agreement. Further, Business Associate, including but not

Exhibit F

Business Associate Agreement
Page 1 of 5

V 2.0

Contractor Initials

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New Hampshire Department of Health and Human

Exhibit F

limited to all its directors, officers, employees, and agents, shall protect any 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.

- 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, according 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 the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other 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 those business associate agreements 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 and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Exhibit F

Business Associate Agreement
Page 2 of 5

V 2.0

Contractor Initials

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Date 5/26/2026



New Hampshire Department of Health and Human

Exhibit F

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality 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 a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's 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, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

Exhibit F

Business Associate Agreement
Page 3 of 5

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New Hampshire Department of Health and Human

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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 five (5) 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.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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 post a current version of the Notice of the Privacy Practices on the Covered Entity’s website:

<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.
- 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 BAA, 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

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity’s knowledge of a material breach by Business Associate of the Business Associate Agreement. 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 laws and regulations

Contractor Initials Initial used, JS

Date 5/26/2026



New Hampshire Department of Health and Human

Exhibit F

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the 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 BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

AFMC

The State

Name of the Contractor

DocuSigned by:
Katja S. Fox
ED9D06B04C63442...

Signed by:
John Selig
12C6838A65A0411...

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

John Selig

Name of Authorized Representative

Name of Authorized Representative

Director

President & CEO

Title of Authorized Representative

Title of Authorized Representative

5/26/2026

5/26/2026

Date

Date

Exhibit F

Contractor Initials

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JS

State of New Hampshire

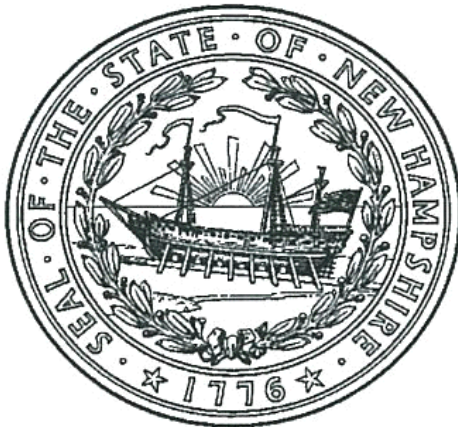
Department of State

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: **0007928028**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



Certificate of Authority

I, [AnnaMarie Sullivan, AFMC Corporate Secretary](#) hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of [AFMC \(Arkansas Foundation for Medical Care\) Inc.](#)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, on [May 14, 2026](#), at which a quorum of the Directors/shareholders were present and voting.

VOTED: That [John Selig, President & CEO or Nathan Ray, Chief Operating Officer](#) are duly authorized on behalf of [AFMC \(Arkansas Foundation for Medical Care\) Inc.](#) to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements, and other instruments, and any amendments, revisions, 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.

[May 14, 2026](#)

Date

A handwritten signature in black ink that reads "AnnaMarie Sullivan".

Signature of Elected Officer

[AnnaMarie Sullivan](#)

Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 17900 Chenal Pkwy Ste 100 Little Rock AR 72223	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Bill Birch</td> </tr> <tr> <td>PHONE (A/C No. Ext): 501-614-1170</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: bill_birch@ajg.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: The Cincinnati Insurance Company</td> <td style="text-align: right;">NAIC # 10677</td> </tr> <tr> <td>INSURER B: Accident Fund General Insurance Co</td> <td style="text-align: right;">12304</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Bill Birch		PHONE (A/C No. Ext): 501-614-1170	FAX (A/C, No):	E-MAIL ADDRESS: bill_birch@ajg.com		INSURER(S) AFFORDING COVERAGE		INSURER A: The Cincinnati Insurance Company	NAIC # 10677	INSURER B: Accident Fund General Insurance Co	12304	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Bill Birch																					
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INSURER F:																					
INSURED Arkansas Foundation for Medical Care, Inc. 1020 West 4th Street, Ste. 400 Little Rock AR 72201	ARKAFOU-02																				

COVERAGES **CERTIFICATE NUMBER:** 1848830940 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ECP 0691775	8/1/2025	8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			100041202	8/1/2025	8/1/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	OTHER		E.L. EACH ACCIDENT			\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000,000	E.L. DISEASE - POLICY LIMIT			\$ 1,000,000
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E.L. DISEASE - POLICY LIMIT			\$ 1,000,000																				

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

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

NONPROFIT COVER SHEET

A. Entity Name: Arkansas Foundation for Medical Care, Inc.

B. Entity's Contact Information: Catherine Bain

For Records Requests (e.g., resumes of key personnel; audited financial statements):

Name / Phone / Email: Catherine Bain / 501-804-0383 / contracts@afmc.org

Person responsible for Accuracy and Completeness of information provided:

Name: Catherine Bain Title: Senior VP, Administrative Services

Signature: 

C. List Board of Directors and Affiliations

<u>Name (Identify any additional role(s) in Parentheses)</u> E.g., John Doe (President)	<u>Affiliations</u>
<u>EXECUTIVE COMMITTEE</u>	
Kristin Martin, DO, Chair	River Valley Medical Wellness, Arkansas
Jill Mhyre, MD, Vice Chair	UAMS, Arkansas
Amada Deel, DO	NYIT, College of Osteopathic Medicine, Arkansas
Derek Pierce, Treasurer	FORVIS, Arkansas
Samantha Jones, MD	Ouachita County Medical Center, Arkansas
<u>GENERAL MEMBERS</u>	
Pete Atkinson	Aledade, Florida
Matt Troup	Conway Regional Medical Center, Arkansas
Marta Loyd, EdD	Vistage Worldwide, Arkansas
Joshua Dilley, MD	Arkansas Anesthesia Associates, Arkansas
Debby Nye, JD	Kutak Rock, LLP, Arkansas
Huda Sharaf, MD	Pat Walker Health Center, Univ. of Arkansas, Arkansas
Susan Ward-Jones	East Arkansas Family Health Center, Arkansas
Shawn Purifoy, MD	Malvern Family Medical Clinic, Arkansas
Keesa Smith-Brantley	Arkansas Advocates for Children and Families, Arkansas
Zoe Maddox PhD	Ingebord, Arkansas
Mike Brown	Retired, Arkansas
Frank Hellmer	Medicaid Consumer, Arkansas

D. List Key Personnel (Resumes must be available upon request to the person(s) listed in section B or may be attached):

<u>Name</u>	<u>Role</u>	<u>Annual Salary</u>	<u>Amount Paid From This Contract</u>

Kristy Bondurant	Director, Data Sciences	\$163,399	\$9,675
Sheryl Hurt	Senior Director, Outreach Services	\$142,189	\$1,692

DISCLOSURE OF LEGAL ACTIVITIES INVOLVING THE STATE OF NEW HAMPSHIRE OR ANOTHER GOVERNMENT ENTITY

E. Check one of the following:

- The entity is **not currently or has not been** party to any legal proceeding involving the State of New Hampshire (or any agency or subdivision thereof) or any other state/federal government entity before any adjudicative body in any jurisdiction **OR**
- The entity is or has been party to one or more legal proceedings as set forth above. Identify the jurisdiction, court or other adjudicative body, case number, and briefly describe the nature of the proceeding (Attached extra sheet if necessary).

CHARITABLE TRUSTS UNIT COMPLIANCE CERTIFICATION

F. Check one of the following:

- is registered and in good standing with the New Hampshire Department of Justice Charitable Trusts Unit (** see note below) **or** has submitted a complete application for registration to the Charitable Trusts Unit and is awaiting a registration determination **OR**
- is not required to register with the Charitable Trusts Unit because it is neither tax-exempt under section 501(c)(3) of the Internal Revenue Code nor engages in charitable solicitations in the State of New Hampshire **OR**
- is exempt from registration with the Charitable Trusts Unit because it is a federal or state government, agency, or subdivision or is a religious organization, an integrated auxiliary of a religious organization, or is a convention or association of churches.

** Note: Attached screen shot from the DOJ Registered Charities List found at:

<https://mm.nh.gov/files/uploads/doj/remote-docs/registered-charities.pdf>

36058	Arkansas Foundation for Medical Care, Inc.	1020 W. 4th Street, Suite 400	Little Rock	AR	72201	G	11/15/2026
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FINANCIAL DISCLOSURES

G. Check one the following:

- [X] The organization hired an outside firm to audit its financial statements or to prepare GAAP-compliant financial statements for its most recently completed fiscal year. If so, please ensure that the financial statements and audit results are available to be requested from the contact listed on Page 1 (audited financials may be attached) **OR**
- [] The above does not apply, but the organization filed an IRS Form 990 or Form 990-EZ for its most recently completed fiscal year. Please attach that IRS Form 990 or Form 990-EZ to the submission. (Form 990 Schedule B is not required) **OR**
- [] ***If neither of the above apply***, complete the Income Statement and Balance Sheet below with the following basic financial information from the organization’s most recently completed fiscal year:

1. INCOME STATEMENT

	<u>Revenue</u>		<u>Expenses</u>
<i>Grants</i>	\$	<i>Compensation of officers, directors, and key personnel</i>	\$
<i>Donations</i>	\$		
<i>Program Services Revenue</i>	\$	<i>Other salaries & wages</i>	\$
<i>Interest & Dividends</i>	\$	<i>Payroll taxes & employee benefits</i>	\$
<i>All other Revenue</i>	\$	<i>Occupancy, rent, utilities, and insurance</i>	\$
<u>Total Revenue</u>	\$	<i>Printing, publications, postage, office supplies, and IT</i>	\$
		<i>All other expenses</i>	\$
		<u>Total Expenses</u>	\$

2. BALANCE SHEET

<u>Assets</u>		<u>Liabilities</u>	
<i>Cash & Equivalents</i>	\$	<i>Accounts Payable</i>	\$
<i>Investments</i>	\$	<i>Loans Payable</i>	\$
<i>Real Estate (less any depreciation)</i>	\$	<i>All other liabilities</i>	\$
<i>Other Property & Equipment (less any depreciation)</i>	\$	<u>Total Liabilities</u>	\$
<i>Pledges, grants, accounts receivable</i>	\$		
<i>All other assets</i>	\$		
<u>Total Assets</u>	\$		

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, 2025, 2024, and 2023**

(With Independent Auditor's Report Thereon)

Arkansas Foundation for Medical Care, Inc.

Financial Statements June 30, 2025, 2024, and 2023

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, 2025, 2024, and 2023, 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, 2025, 2024, and 2023, 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.

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.

Board of Directors
Arkansas Foundation for Medical Care, Inc.

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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 1, 2025, 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.

A handwritten signature in black ink that reads "Landmark PLC". The signature is written in a cursive, flowing style.

Fort Smith, Arkansas
December 1, 2025

Financial Statements

Arkansas Foundation for Medical Care, Inc.

Statements of Financial Position June 30, 2025, 2024, and 2023

	2025	2024	2023
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 7,647,810	\$ 9,234,322	\$ 8,412,229
Accounts receivable			
Federal contracts	290,326	160,430	140,990
State contracts	3,115,371	2,322,961	6,028,909
COVID contracts	-	-	166,379
Private carrier contracts	1,603,767	1,469,755	1,371,446
Interest receivable	13,630	14,321	13,342
Prepaid expenses	997,231	1,150,765	1,037,598
Total Current Assets	13,668,135	14,352,554	17,170,893
PROPERTY AND EQUIPMENT, NET	8,844,176	7,848,305	7,235,549
INVESTMENTS AND OTHER ASSETS			
Marketable securities	19,896,032	18,029,663	14,444,569
Real estate	1,099,900	1,099,900	1,099,900
	20,995,932	19,129,563	15,544,469
TOTAL ASSETS	\$ 43,508,243	\$ 41,330,422	\$ 39,950,911
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable	\$ 337,565	\$ 634,738	\$ 521,372
Accrued expenses	2,714,134	2,496,524	2,501,752
Deferred revenue	2,184,975	-	-
Total Current Liabilities	5,236,674	3,131,262	3,023,124
NET ASSETS WITHOUT DONOR RESTRICTIONS			
Designated for future severance pay	2,640,773	2,364,030	2,063,269
Undesignated	35,630,796	35,835,130	34,864,518
	38,271,569	38,199,160	36,927,787
TOTAL LIABILITIES AND NET ASSETS	\$ 43,508,243	\$ 41,330,422	\$ 39,950,911

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Activities Years ended June 30, 2025, 2024, and 2023

	2025	2024	2023
OPERATING REVENUES			
Federal contracts	\$ 2,094,842	\$ 1,066,680	\$ 951,729
State contracts	31,012,808	31,411,347	32,841,210
COVID contracts	-	172,102	2,569,328
Private carrier contracts	7,167,697	7,086,852	4,424,572
TOTAL OPERATING REVENUES	40,275,347	39,736,981	40,786,839
OPERATING EXPENSES			
Direct	33,209,536	32,212,669	32,248,575
Indirect	8,722,686	8,387,457	8,332,491
Non-reimbursable	346,100	340,052	492,438
TOTAL OPERATING EXPENSES	42,278,322	40,940,178	41,073,504
OPERATING LOSS	(2,002,975)	(1,203,197)	(286,665)
OTHER INCOME			
Interest and dividend income	648,330	569,757	472,856
Net realized and unrealized gains on investments	1,392,701	1,775,432	1,017,775
Real estate investment income, net	34,353	129,381	124,147
TOTAL OTHER INCOME	2,075,384	2,474,570	1,614,778
CHANGE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	72,409	1,271,373	1,328,113
NET ASSETS, BEGINNING OF YEAR	38,199,160	36,927,787	35,599,674
NET ASSETS, END OF YEAR	\$ 38,271,569	\$ 38,199,160	\$ 36,927,787

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Statements of Cash Flows Years ended June 30, 2025, 2024, and 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Change in net assets without donor restrictions	\$ 72,409	\$ 1,271,373	\$ 1,328,113
Adjustments to reconcile change in net assets without donor restrictions to net cash from (used for) operating activities:			
Depreciation and amortization	879,746	651,942	461,496
Net realized and unrealized (gains) on investments	(1,392,701)	(1,775,432)	(1,017,775)
Changes in:			
Accounts receivable	(1,056,318)	3,754,578	(1,074,472)
Interest receivable	691	(979)	(9,522)
Prepaid expenses	153,534	(113,167)	12,370
Accounts payable	(297,173)	113,366	(431,517)
Accrued expenses	217,610	(5,228)	236,681
Deferred revenue	2,184,975	-	-
Total adjustments	690,364	2,625,080	(1,822,739)
Net Cash From (Used For) Operating Activities	762,773	3,896,453	(494,626)
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchase of property and equipment	(1,875,617)	(1,264,698)	(2,369,689)
Purchase of marketable securities	(6,061,920)	(7,526,719)	(6,223,674)
Proceeds from sale/maturity of marketable securities	5,588,252	5,717,057	6,338,281
Net Cash (Used For) Investing Activities	(2,349,285)	(3,074,360)	(2,255,082)
NET CHANGE IN CASH AND CASH EQUIVALENTS	(1,586,512)	822,093	(2,749,708)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	9,234,322	8,412,229	11,161,937
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 7,647,810	\$ 9,234,322	\$ 8,412,229

See accompanying notes to financial statements.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

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, 2025, 2024, and 2023, the Organization had cash equivalents of approximately \$63,000, \$111,000 and \$1,616,000, 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, 2025, 2024, and 2023, depreciation expense was \$796,674, \$648,672, and \$458,226, 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, 2025, 2024, and 2023

At June 30, 2025, 2024, and 2023, the Organization had fully depreciated assets still in service with an original cost of approximately \$4,645,000, \$4,077,000, and \$3,900,000, respectively.

Amortization

The Organization follows the policy of amortizing computer software costs over various periods up to five years. For the years ended June 30, 2025, 2024, and 2023, amortization expense was \$83,072, \$3,270, and \$3,270, 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, 2025, 2024, and 2023, 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, 2025, 2024, and 2023 because the qualifying expenditures have not yet been incurred.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

Exchange Revenue

The Organization provides security risk analysis to private carriers. These are short-term fees 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, 2025, 2024, and 2023

Advertising

The Organization follows the policy of charging advertising to expense as incurred. For the years ended June 30, 2025, 2024, and 2023, advertising expense was approximately \$52,000, \$48,000, and \$85,000, respectively.

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, 2025, the Organization had no uninsured cash or cash equivalents.

At June 30, 2025, the Organization had investments in marketable securities valued at \$19,896,032, which are subject to market risk.

NOTE 4: PROPERTY AND EQUIPMENT, NET

Property and equipment for the years ended June 30, 2025, 2024, and 2023 are as follows:

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Furniture and equipment	\$ 4,919,486	\$ 4,161,123	\$ 3,407,029
Software	2,266,929	1,765,333	1,765,333
Building	9,857,049	9,307,517	8,816,287
Leasehold improvements	<u>424,668</u>	<u>424,668</u>	<u>424,668</u>
	17,468,132	15,658,641	14,413,317
Less accumulated depreciation and amortization	<u>8,623,956</u>	<u>7,810,336</u>	<u>7,177,768</u>
	<u>\$ 8,844,176</u>	<u>\$ 7,848,305</u>	<u>\$ 7,235,549</u>

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

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, 2025, 2024, and 2023, are summarized as follows:

	2025	2024	2023
Cost of investments			
Equity securities	\$ 9,601,543	\$ 9,247,426	\$ 9,880,927
Debt securities	4,135,786	3,655,607	502,447
	\$ 13,737,329	\$ 12,903,033	\$ 10,383,374
Fair value of investments			
Equity securities	\$ 15,732,939	\$ 14,367,560	\$ 13,961,114
Debt securities	4,163,093	3,662,103	483,455
	\$ 19,896,032	\$ 18,029,663	\$ 14,444,569
Unrealized appreciation on investments	\$ 6,158,703	\$ 5,126,630	\$ 4,061,195

The following schedule summarizes the investment return and its classification in the Statements of Activities for the years ended June 30, 2025, 2024, and 2023.

	2025	2024	2023
Interest and dividend income	\$ 648,330	\$ 569,757	\$ 472,856
Net unrealized gains	1,032,073	1,065,435	910,318
Net realized gains	360,628	709,997	107,457
	\$ 2,041,031	\$ 2,345,189	\$ 1,490,631

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, 2025, 2024, and 2023

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, 2025, 2024, and 2023.

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, 2025, 2024, and 2023

The following table presents the Organization’s hierarchy for the investments measured at fair value on a recurring basis as of June 30, 2025, 2024, and 2023.

	<u>June 30, 2025</u>		
	(Level 1)	(Level 2)	(Level 3)
Equity securities	\$ 15,732,939	\$ -	\$ -
Debt securities	-	4,163,093	-
	<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	-

NOTE 7: LINE OF CREDIT

The Organization maintains a \$500,000 revolving line of credit with a bank. The interest rate was 7.50% at June 30, 2025, 8.50% at June 30, 2024, and 7.00% at June 30, 2023. 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 2025. As of June 30, 2025, there were no outstanding advances on the line of credit.

NOTE 8: LEASING ARRANGEMENTS

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, 2025, 2024, and 2023 was approximately \$2,500, \$2,500, and \$86,000, respectively.

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

Year ending June 30, 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, \$207,000, and \$195,000 for the years ended June 30, 2025, 2024, and 2023, respectively.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

Maintenance expense related to this income was approximately \$172,000, \$77,000, and \$71,000, respectively, for the years ended June 30, 2025, 2024, and 2023, 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 \$4,031,000 at June 30, 2025. 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, 2025, 2024, and 2023, was \$4,514,149, \$3,255,316, and \$3,336,493, 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, 2025, 2024, and 2023, the Organization made plan contributions of approximately \$715,000, \$659,000, and \$634,000, respectively. The Board of Directors has established a severance pay program. See Note 12 for further details.

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, 2025, 2024, and 2023, these contracts represented 81%, 82%, and 83% 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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

In light of the current political climate, there is uncertainty surrounding the availability and continuity of federal funding. This uncertainty arises from potential changes in government policies, budget allocations, and legislative actions that may impact the funding streams for various programs and initiatives. Given the evolving nature of the political environment, it is challenging to predict the extent and timing of any changes to federal funding, if any. Management is continuing to monitor these developments and evaluating their potential impacts.

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.

The Organization grants unsecured credit for services provided based on these contracts and other privately funded services. At June 30, 2025, 2024, and 2023, the Organization had extended credit (accounts receivable) of approximately \$5,009,000, \$3,953,000, and \$7,708,000, respectively.

The Organization's employees maintain credit cards that are guaranteed by the Organization. At June 30, 2025, there were no outstanding balances and the available credit line was approximately \$158,000. 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, 2025, 2024, and 2023, 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, 2025, 2024, and 2023, the balance of this severance pay is included in "Designated for Future Severance Pay" on the Statements of Financial Position.

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.

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

The following table reflects the Organization's financial assets as of June 30, 2025, 2024, and 2023, to meet general expenditures within one year of the Statement of Financial Position date.

	2025	2024	2023
Cash and cash equivalents	\$ 7,647,810	\$ 9,234,322	\$ 8,412,229
Accounts and interest receivable	5,023,094	3,967,467	7,721,066
Investments	19,896,032	18,029,663	14,444,569
Less: Designated for future severance pay	2,640,773	2,364,030	2,063,269
	\$ 29,926,163	\$ 28,867,422	\$ 28,514,595

NOTE 14: FUNCTIONAL EXPENSES

During the years ended June 30, 2025, 2024, and 2023, functional expenses were incurred as follows:

	June 30, 2025		
	Program Services	General and Administrative Costs	Total
Salaries	\$ 19,031,287	\$ 1,410,684	\$ 20,441,971
Leave	2,747,861	203,684	2,951,545
Fringe	7,171,293	531,567	7,702,860
Physician advisors	49,446	-	49,446
Consultants	3,052,496	96,314	3,148,810
Travel	467,397	57,419	524,816
Other costs	6,277,854	579,513	6,857,367
Pass through costs	601,507	-	601,507
	\$ 39,399,141	\$ 2,879,181	\$ 42,278,322

Arkansas Foundation for Medical Care, Inc.

Notes to Financial Statements June 30, 2025, 2024, and 2023

	June 30, 2024		
	Program Services	General and Administrative Costs	Total
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
	\$ 38,323,856	\$ 2,616,322	\$ 40,940,178
	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

NOTE 15: SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 1, 2025, 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, 2025

FEDERAL GRANTOR/ PASS THROUGH GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	FEDERAL EXPENDITURES
UNITED STATES DEPARTMENT OF JUSTICE:		
Direct programs:		
STOP School Violence	16.839	\$ 96,354
Total United States Department of Justice		<u>96,354</u>
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:		
Direct programs:		
Telehealth Program - Rural Communities		
Opioid Response (Planning)	93.211	515,774
Substance Abuse and Mental Health Services		
Projects of Regional and National Significance	93.243	1,475,702
Pass-through programs from Arkansas Department of Human Services:		
Substance Abuse and Mental Health Services		
Projects of Regional and National Significance	93.243	23,609
Medicaid Cluster-Medical		
Assistance Program Title XIX	93.778	17,230,336
Opioid STR	93.788	225,876
Pass-through programs from Arkansas Department of Health:		
Personal Responsibility Education Program	93.092	163,009
Substance Abuse and Mental Health Services		
988 Helpline	93.243	133,891
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	18,024
Pass-through programs from Zero to 3:		
Maternal and Child Health Federal Consolidated Programs	93.110	26,156
Total United States Department of Health and Human Services		<u>19,812,377</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u>\$ 19,908,731</u>

See Independent Auditor's Report.

Arkansas Foundation for Medical Care, Inc.

Schedule of Expenditures of State Awards Year ended June 30, 2025

<u>PROGRAM AGENCY/ PROGRAM NAME</u>	<u>STATE AWARD</u>	<u>STATE EXPENDITURES</u>
ARKANSAS DEPARTMENT OF HUMAN SERVICES		
Medicaid Managed Care Services	\$ 9,313,948	\$ 9,272,318
Medicaid Review Agent for Arkansas	1,704,599	1,955,637
Medicaid Inspections of Care	<u>1,841,364</u>	<u>1,286,025</u>
Total Arkansas Department of Human Services	<u>12,859,911</u>	<u>12,513,980</u>
ARKANSAS DEPARTMENT OF HEALTH		
Breast Care	17,980	18,024
PASRR	<u>-</u>	<u>3,191</u>
Total Arkansas Department of Health	<u>17,980</u>	<u>21,215</u>
TOTAL EXPENDITURES OF STATE AWARDS	<u><u>\$ 12,877,891</u></u>	<u><u>\$ 12,535,195</u></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, 2025

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, 2025, 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 December 1, 2025.

Report on 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 or significant deficiencies may exist that have not been identified.

Report on 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.

A handwritten signature in black ink that reads "Landmark PLC". The signature is written in a cursive, flowing style.

Fort Smith, Arkansas
December 1, 2025



**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, 2025. The Organization’s major federal programs are 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, 2025.

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.

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.

A handwritten signature in black ink that reads "Landmark PLC". The word "Landmark" is written in a cursive style, and "PLC" is written in a simpler, blocky font.

Fort Smith, Arkansas

December 1, 2025

Arkansas Foundation for Medical Care, Inc.

Schedule of Findings and Questioned Costs Year ended June 30, 2025

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, 2025.

SECTION III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no audit findings for the year ended June 30, 2025.

Arkansas Foundation for Medical Care, Inc.

Summary Schedule of Prior Year Audit Findings Year ended June 30, 2025

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

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

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

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

Immunol. 170:3187-3194.

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

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

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

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 grouphome) and Inpatient Psychiatric Services for the Under Age 21 (PRTF).

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.