



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette Commissioner

> Katja S. Fox Director

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

August 6, 2020

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

REQUESTED ACTION

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

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

Area served: Statewide

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

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

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

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Respectfully submitted,

Lori A. Shibinette

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

for the Alcohol and Other Drug (AOD) Services System

RFP Name

RFP-2021-BDAS-01-PROGR

RFP Number

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

	Maximum	Actual
Pass/Fail	Points	Points
	275	265
	275	153 .
	275	175
	275	28
	275	0
•	275	0
	275	.0

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

9.

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

<u>Notice</u>: 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		1.2 State Agency Address										
New Hampshire Department of	Health and Human Services	129 Pleasant Street Concord, NII 03301-3857										
1.3 Contractor Name		1.4 Contractor Address	<u> </u>									
Arkansas Foundation for I	Medical Care, Inc.	1020 West 4th Street Little Rock, AR 72201	•									
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation									
(501) 212-8610	05-095-092-920510- 3382; 05-095-092- 920510-3384	June 30, 2022	\$801,700									
1.9 Contracting Officer for St		1.10 State Agency Telephone Number										
Nathan D. White, Director		(603) 271-9631										
1.11 Contractor Signature		1.12 Name and Title of Contra	actor Signatory									
- Fayettant	Date: 08/03/2020	Ray Hanley, President and C	hief Executive Officer									
1.13 State Agency Signature		1.14 Name and Title of State A	Agency Signatory									
7CT-SF	1 Date: 8/4/20	Katja S.	Fox, Director									
1.15 Approval by the N.H. De	partment of Administration, Divis	sion of Personnel (if applicable)										
By:		Director, On:										
1.16 Approval by the Attorne	y General (Form, Substance and E	xecution) (if applicable)										
By: Catherine		On: 08/10/20										
1.17 Approval by the Governe	or and Executive Council (if apple	icable)										
G&C Item number:		G&C Meeting Date:										

Contractor Initials RII Date 08/03/020

Page 1 of 4

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES."

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

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

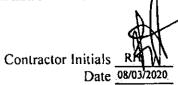
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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



Page 2 of 4

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Page 3 of 4

Contractor Initials RH Date 08/03/2020 Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Page 4 of 4

Contractor Initials RI-Date 08/03/2020



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Contractor Initials Date _08/03/2020

Arkansas Foundation for Medical Care, Inc.

RFP-2021-BDAS-01-PROGR-01

Exhibit A



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall ensure services are available Statewide.
- 1.2. The Contractor shall manage projects utilizing platforms that support detailed project management and careful monitoring of timelines and notification systems including, but not limited to:
 - 1.2.1. Salesforce®.
 - 1.2.2. WorkZone®.

1.3. Program Evaluation

- 1.3.1. The Contractor shall provide evaluation support and services to the Bureau's contracted prevention, early-intervention, treatment and recovery supports programs, as directed by the Department and as required by federal and state funding sources. Supports and services shall include, but not be limited to:
 - 1.3.1.1. Program evaluations to assess the performance of a program at all stages of development from selection to implementation.
 - 1.3.1.2. Process evaluations to ensure program fidelity by assessing whether a program or process is implemented as designed or operating as intended.
 - 1.3.1.3. Outcome evaluations to examine the results, either intended or unintended, of a program's delivery.
- 1.3.2. The Contractor shall develop and utilize methodologies and resources, in collaboration with, and as approved by the Department, to assist in evaluating programs.
- 1.3.3. The Contractor shall complete a process for an Independent Peer Review (IPR) as required through the Substance Abuse Prevention and Treatment Block Grant (SABG).
- 1.3.4. The Contractor shall participate in federal evaluation webinars associated with the Department's awarded federal grants, as identified by the Department.
- 1.3.5. The Contractor shall develop evaluation documents and reports required for State and federal grants, as requested by and in consultation with the Department, including, but not limited to:
 - 1.3.5.1. Demonstrated progress in meeting stated goals.
 - 1.3.5.2. An explanation of challenges and successes that contributed to the outcomes.

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials RH



1.3.5.3. Identification of opportunities for improvement in evaluation efforts.

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

- 1.4.1. The Contractor shall assist and support the Department in the collection, analysis, interpretation, and reporting of data related to the Alcohol and Other Drug (AOD) Continuum of Care (CoC) System for the purposes of improving and informing substance misuse policies, programs, and practices.
- 1.4.2. The Contractor shall ensure all client-level data disseminated is deidentified and in aggregate format.
- 1.4.3. The Contractor shall ensure data collection, analysis, interpretation, reporting and support activities include, but are not limited to:
 - 1.4.3.1. Assigning lead and secondary analysts to the given task.
 - 1.4.3.2. Identifying methodologies for data collection.
 - 1.4.3.3. Working closely with the Department and federal partners to ensure reporting responsibilities are clear.
 - 1.4.3.4. Identifying reporting requirements for state and federal funding sources.
 - 1.4.3.5. Gathering and compiling relevant substance misuse information and data.
 - 1.4.3.6. Analyzing and translating data into a variety of formats by utilizing:
 - 1.4.3.6.1. Statistical significance testing.
 - 1.4.3.6.2. SAS® for all data analyses.
 - 1.4.3.6.3. Various statistical techniques including, but not limited to:
 - 1.4.3.6.3.1. Univariate descriptive statistics and means,
 - 1.4.3.6.3.2. Repeated measure analyses, and
 - 1.4.3.6.3.3. Multivariate statistical analyses.
 - 1.4.3.7. Facilitating the collection and reporting of data including, but not limited to, creating a data profile with regards to a subset of the larger population who are at greater risk of developing a substance use disorder (SUD) or, by proximity, are at a greater risk of the consequences of individuals with a SUD.

Exhibit B

Rł Contractor Initials



- 1.4.3.8. Integrating quality data assessment procedures into regular data management practices including, but not limited to independent analysis of the regular data management practices. 1.4.3.9. Developing and providing a comprehensive summary report that provides clear interpretations of the survey findings which includes, but is not limited to: 1.4.3.9.1. A summary report of aggregate, de-identified clientlevel data. 1.4.3.9.2. Narrative responses and graphical illustrations, and preparing documents as determined and requested by the Department. 1.4.3.10. Providing technical assistance in areas related to data collection and reporting as needed. 1.4.4. The Contractor shall design, publish, and provide data reports in userfriendly and accessible formats that visually represent findings, as directed by the Department including, but not limited to: 1.4.4.1 Data summaries.
 - 1.4.4.2. Profiles.
 - 1.4.4.3. Dashboards.
 - 1.4.4.4. Charts.
 - 1.4.4.5. Graphs.
 - 1.4.4.6. Tables.
- 1.4.5. The Contractor shall utilize agile software, systems, and tools approved by the Department to analyze quantitative and qualitative data including, but not limited to:
 - 1.4.5.1. REDCap[™] for data collection
 - 1.4.5.2. SAS® for all data analyses.
- 1.4.6. The Contractor shall ensure privacy by using established rules and requirements controlling and safeguarding data and its access, transmission, receipt, storage, maintenance, and use.

1.5. NH Youth Risk Behavior Survey

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

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials

Date <u>08/03/2020</u>



- 1.5.1.1. Assisting the Department with creating the survey including, but not limited to:
 - 1.5.1.1.1. Providing input in survey question selection, as requested by the Department;
 - 1.5.1.1.2. Validating questionnaire and answer options;
 - 1.5.1.1.3. Formatting survey in compliance with printer requirements; and
 - 1.5.1.1.4. Ensuring the final document is press-ready PDF.
- 1.5.1.2. Printing, delivering and distributing approximately 45,000 paperbased surveys to more than 80 participating public high schools statewide, formatted in accordance with the requirements of the CDC and the Department, in booklet form;
- 1.5.1.3. Collecting and scanning completed surveys in a confidential and secure manner as approved by the Department;
- 1.5.1.4. Developing a clean dataset of coded results utilizing coding rules approved by the Department;
- 1.5.1.5. Providing a codebook for the clean dataset.
- 1.5.1.6. Providing the data to the Department in a clean data file in ASCII format ensuring that any protected health information (PHI) or SUD data included in the reports is disclosed in accordance with state rules, state and federal laws, including the requirements of 42 CFR Part 2; and
- 1.5.1.7. Providing consultation and information regarding the clean data format and results.
- 1.5.2. The Contractor shall provide YRBS evaluation interpretation and translation of raw data into a useable report for school level and/or regional level reports for the Department and its providers, as requested.

1.6. Initial Planning

- 1.6.1. The Contractor shall conduct a virtual project kick-off meeting with the Department and identified project staff within 20 business days of the contract effective date to review proposed project deliverables for all scope outline in Section 1, Scope of Work.
- 1.6.2. The Contractor shall provide an initial work plan and timeline to the Department that defines the goals, objectives, activities, deliverables, and due dates for each scope of work to the Department for approval. The Contractor shall:
 - 1.6.2.1. Provide the initial work plan to the Department no later than 10 days after the kick-off meeting.

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials ______RH

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Page 4 of 8



- 1.6.2.2. Ensure changes to work plans or timelines receive Department approval prior to implementation.
- 1.6.3. The Contractor shall create and deliver a Health Disparities Impact Statement to the Department within 10 days of the kick-off meeting that aligns with the project work plan in order to measure the reduction in health disparities, determine effectiveness across programs, in order that future reviews can be measured against the Health Disparities Impact Statement. The Contractor shall ensure health disparities assessed and measured include, but are not limited to:
 - 1.6.3.1. Client access to care.
 - 1.6.3.2. Utilization.
 - 1.6.3.3. Outcomes across individuals by:
 - 1.6.3.3.1. Race.
 - 1.6.3.3.2. Gender.
 - 1.6.3.3.3. Age.
- 1.6.4. The Contractor shall contact each program to be evaluated, at the direction of Department, in order to:
 - 1.6.4.1. Discuss the evaluation protocol;
 - 1.6.4.2. Identify any special circumstances or process adjustments needed; and
 - 1.6.4.3. Schedule training on REDCapTM and the data collection tools.
- 1.6.5. The Contractor shall develop and submit the Data Collection and Management plan, data collection templates, project reporting templates, and YRBS project plan for the Department's review and approval within the first 30 days of the contract.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall provide written methodologies for proposed activities to the Department, when appropriate and when requested, for approval prior to implementing such activities.
- 3.2. The Contractor shall conduct and complete an IPR of not fewer than five (5%) percent of the entities contracted with the State to provide SUD treatment services, per state fiscal year, which is from July 1-June 30, as required through the SABG. This includes, but is not limited to:

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials _____RH

Page 5 of 8



- 3.2.1. Submitting a summary report to the Department including, but not limited to results and findings related to the IPR within 30 calendar days following completion of the review.
- 3.2.2. Submitting all final documents related to the IPR to the Department prior to June 30th of each state fiscal year.
- 3.3. The Contractor shall provide a written monthly progress report to the Department related to accomplishments of the contract goals and performance measures, for each scope of work, which includes, but is not limited to:
 - 3.3.1. A summary of the key work performed for each scope of work during the monthly period.
 - 3.3.2. Encountered and foreseeable key issues and suggested mitigations strategies for each.
 - 3.3.3. Scheduled work for the upcoming period.
- 3.4. The Contractor shall complete and submit an end of year report no later than 60 calendar days after the end of each state fiscal year, which includes, but is not limited to:
 - 3.4.1. A complete program overview.
 - 3.4.2. Accomplishments towards program goals and performance measures linked to outcomes for each scope of work.
 - 3.4.3. End-of-year financial report.

4. Performance Measures

- 4.1. The Department will monitor Contractor performance by requiring that:
 - 4.1.1. The Contractor responds to 100% of Department communications within 72 business hours.
 - 4.1.2. The Contractor makes approved changes to work plans and timelines within five (5) business days of receiving approval, 95% of the time.
 - 4.1.3. The Contractor ensures 100% of work products match the approved methodology for each work product.
 - 4.1.4. The Contractor delivers 85% of work products within the agreed upon timeframes.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials RH

RFP-2021-BDAS-01-PROGR-01

Page 6 of 8



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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services they will provide to ensure meaningful access to their programs and/or services to persons with limited English proficiency, people who are deaf or have hearing loss, are blind or have low vision, or who have speech challenges.

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Contractor Initials _____

Page 7 of 8



6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Contractor Initials

Arkansas Foundation for Medical Care, Inc.

Exhibit B

Page 8 of 8



Payment Terms

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

Arkansas Foundation for Medical Care, Inc. RFP-2021-BDAS-01-PROGR-01

Exhibit C Page 1 of 3

Date 08/03/2020

Contractor Initials

Rev. 01/08/19



- 4.2. The following backup documentation may also be requested as needed:
 - 4.2.1. Invoices supporting expenses reported.
 - 4.2.2. Cost center reports, submitted only as requested by the Department.
 - 4.2.3. Profit and loss report, submitted only as requested by the Department.
- 5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to invoicesforcontracts@dhhs.nh.gov, or invoices may be mailed to:

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

- The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
- 11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

Arkansas Foundation for Medical Care, Inc. RFP-2021-BDAS-01-PROGR-01 Exhibit C Page 2 of 3

Date _08/03/2020

Contractor Initials

Rev. 01/08/19



12. Audits

- 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Contractor Initials

Arkansas Foundation for Medical Care, Inc. RFP-2021-BDAS-01-PROGR-01 Rev. 01/08/19 Exhibit C Page 3 of 3

					Ru	Exhibit C-: dget SFY 2											
Bidder Name:					rtm	ent of Hea	alth	and	Hur	nan	Services	;					
Budget Request for: Budget Period:			uatio	n and Data	a Se	rvices for t	he A	lcohol	and	i Othe	er Drug (A	OD)) Services	Sys	tem		
		ঁা	ital F	rogram C	ōst	بر درور منتخل منتيد. -	T C	ontrac	tor's	Shāre	/Match		Funded by	DH	IS con	trac	t share
Line item -		Direct		ndirect		Total		irect	• •		Total		Direct		lirect		Total 1
1. Total Salary/Wages	\$	176,763	\$	50,784	\$	227,547	\$	-	\$	-	s -	\$	176,763		0,784		227,547
2. Employee Benefits	\$	84,175	\$	24,183	\$	108,358	\$	-	\$	-	\$ -	\$		<u> </u>	4,183		108,358
3. Consultants	\$	•	\$	•	\$		\$	-	\$	-	\$ -	\$	-	\$	-	\$	
4. Equipment:	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$	2	\$	-
Rental	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$	- :	\$	·-
Repair and Maintenance	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	-	\$	-	\$	-	\$	-	\$	-	\$-	\$	-	\$	-	\$	-
5. Supplies:	\$	-	\$	•	\$	•	\$		\$	-	\$ -	\$.	\$	-	\$	-
Office	S	543	\$	156	\$	699	\$	•	\$	-	\$ -	\$	543	\$	156	\$	699
6. Travel	S	5,703	\$	1,638	\$	7,341	\$	-	\$	-	S -	\$	5,703	\$	1,638	\$	7,341
7. Occupancy	\$	10,396	\$	2,987	\$	13,383	\$	-	\$	-	\$ -	\$	10,396	\$	2,987	\$	13,383
8. Current Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	\$	•	\$	-	\$	
Telephone	\$	4,528	\$	1,301	\$	5,829	\$	-	\$	•	\$ -	\$	4,528	\$	1,301	\$	5,829
Postage	S	2,838	\$	815_	\$	3,653	\$	-	\$	-	\$	\$	2,838	\$	815	\$	3,653
Subscriptions	\$	-	\$	-	\$	-	\$	•	\$	-	\$ -	\$	-	\$	-	\$	•
Audit and Legal	\$	-	\$	-	\$	•	\$	-	\$	-	S -	\$	-	\$	-	\$	-
Insurance	\$		\$	-	\$	•	\$	-	\$	-	\$-	\$	-	\$	-	\$	-
Board Expenses	\$	-	\$	•	\$	-	\$	-	\$	-	<u>s</u> -	\$	-	\$	-	\$	<u>-</u> .
9. Software	\$	13,598	\$	3,907	\$	17,505	\$	-	\$	-	\$ -	\$	13,598		3,907	S	17,505
10. Marketing/Communications	\$	10,321	\$	2,965	\$	13,286	\$	-	\$	-	\$ -	_\$	10,321		2,965	\$	13,286
11. Staff Education and Training	\$	•	\$	•	\$	-	\$	•	\$	-	\$ -	\$	-	\$	-	\$	-
12. Subcontracts/Agreements	\$	÷	\$	•	\$	-	\$		\$	-	S -	\$	-	\$	-	\$	-
13. Other (specific details mandator	\$	•	\$	-	\$	-	\$.•	\$	-	\$ -	\$	-	\$		\$	•,
TOTAL	\$	308,865	\$	88,736	\$	397,601	\$	-	\$	÷.	\$ -	\$	308,865	\$8	8,736	\$	397,601

Indirect As A Percent of Direct

28.73%

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



Date 08/06/2020

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						Budget	SFY 20	22	•								
		New H	am	pshire	De	partment	of He	alth a	เท <mark>ส์ Hบ</mark> ท	nan	Ser	vice	S				
Bidder Name:	Arka	insas Found	atio	on for Me	dic	al Care, Inc											
Budget Request for:	Prog	gam Evaluati	on	and Data	a Se	rvices for t	he Alco	hol ar	nd Other I	Dru	g (AO	D) Se	ervices Sys	stem	N		
Budget Period:	SFY	2022 [.]															
-							-										
and the second sec	•	Total	Pr	ogram C	ost		- Cor	tracto	or Share /	Ma	tch		Funded b	y Di	HS contr	act	
Line Item		Direct	Υ.	ndirect_	naden. ∠ E - k .	Total	Direct	- In	direct 📃	۲ ،۲	otal		Direct , in	_	ndirect		Total
1. Total Salary/Wages	\$	181,188	\$	52,055	\$	233,243	\$-	\$	-	\$	-	\$		\$	52,055	\$	233,243
2. Employee Benefits	\$	86,282	\$	24,789	\$	111,071	\$-	\$	-	\$	-	\$	86,282	\$	24,789	\$	111,071
3. Consultants	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$	-	\$	•	\$	
4. Equipment:	\$	•	\$	•	\$	-	\$-	\$	-	\$	•	\$	-	\$	•	\$	-
5. Supplies:	\$	•	\$	•	\$	-,	\$-	\$	-	\$	-	<u>\$</u> .	-	\$	-	\$	•
Office	\$	562	\$	161	\$	723	\$ -	\$	+	\$	-	S	562	\$	161	\$	723
6. Travel	\$	2,750	\$	790	\$	3,540	\$ -	\$	-	\$	•	\$	2,750	\$	790	\$	3,540
7. Occupancy	\$	10,758	\$	3,091	\$	13,849	\$-	\$	-	\$	-	\$	10,758	\$	3,091	\$	13,849
8. Current Expenses	S	-	\$	-	\$	-	<u> </u>	\$	-	\$	-	\$	-	\$		S	
Telephone	\$	4,685	\$	1,346	\$	6,031	\$-	\$	-	\$	-	\$	4,685	\$	1,346	\$	6,031
Postage	\$	2,937	\$	844	\$	3,781	\$-	\$	-	\$	-	\$_	2,937	\$	844	\$	3,781
Subscriptions	\$	-	\$	•	\$	-	\$ -	\$	-	\$	•	\$	-	\$		\$	-
Audit and Legal	\$	· ·	\$	-	\$	-	\$ -	\$		\$	•	\$	-	\$	· <u> </u>	\$	-
Insurance	\$	-	\$	-	\$	•	\$-	5	-	\$	-	\$	-	\$	<u> </u>	\$	
Board Expenses	\$	-	\$	-	\$	-	\$-	\$	-	\$	-	\$	-	\$	•	\$	-
9. Software	\$	14,071	\$	4,043	\$	18,114	\$-	\$		\$	-	5	14,071	\$	4,043	\$	18,114
10. Marketing/Communication	\$	10,679	\$	3,068	\$	13,747	\$	\$	-	\$	-	\$	10,679	\$	3,068	\$	13,74
11. Staff Education and Train		-	\$	-	\$	-	<u>\$-</u>	\$		\$	-	\$	•	\$		\$	
12. Subcontracts/Agreements	\$	•	\$	-	\$	-	5 -	\$	-	\$	-	\$	-	\$	-	\$	
13. Other (specific details ma	\$	•.	\$	-	\$	•	\$	\$	-	\$	-	\$		\$	-	\$	-
TOTAL	\$	313,912	\$	90,187	\$	404,099	\$-	\$	•	\$	•	\$	313,912	\$	90,187	\$	404,09

Exhibit C-2

Indirect As A Percent of Direct

28.73%

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

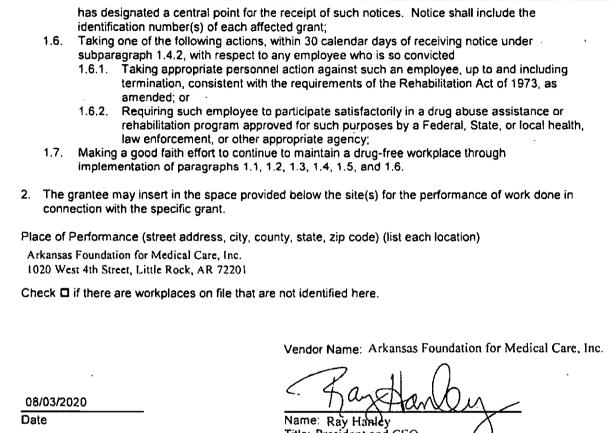
- 1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying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

CU/DHHS/110713

Exhibit D -- Certification regarding Drug Free Workplace Requirements Page 1 of 2

Vendor Initials RH Date 08/03/2020





Title: President and CEO



Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

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

*Child Care Development Block Grant under Title IV

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

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Arkansas Foundation for Medical Care, Inc.

Name: Ray Hanley Title: President and CEO

Vendor Initials

Exhibit E - Certification Regarding Lobbying

08/03/2020

Date



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 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

CU/DHHS/110713

Vendor Initials RFT N Date 08/03/2020



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Arkansas Foundation for Medical Care, Inc.

Name: Title: President and CEO

Vendor Initials

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

CU/DHHS/110713

08/03/2020 Date



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this. statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity;

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

6/27/14 Rev. 10/21/14 and Whistleblower protections Page 1 of 2



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

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

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

Vendor Name: Arkansas Foundation for Medical Care, Inc.

Name: Ray Harle

Title: President and CEO

08/03/2020

Date

Vendor Initials

Exhibit G

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Arkansas Foundation for Medical Care, Inc.

Name: Ray Hanley

08/03/2020 Date

Name: Ray Hanley Title: President and CEO

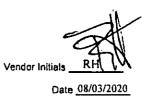


Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

CU/DHHS/110713



Exhibit I

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

- a. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "<u>Privacy Rule</u>" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "<u>Protected Health Information</u>" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

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



Exhibit I

- I. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. <u>Other Definitions</u> All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business of the

3/2014

Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Vendor Initials <u>RH</u>



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6 Contractor Initiats RH



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- 1. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Date 08/05/2020

RH

Vendor Initials



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination for Cause</u>

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

(6) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be reserved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Exhibit 1 Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Date 08/05/2020

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Vendor Initiats



Exhibit I

- e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services The State

Signature of Authorized Representative

Authorized Representative

uthorized Representative \sim

Date

Arkansas Foundation of Medical Care, Inc.

Name of the Vendor

Signature of Authorized Representative

Ray Hanley Name of Authorized Representative

President and CEO Title of Authorized Representative

08/05/2020 Date

Vendor Initials

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

3/2014

New Hampshire Department of Health and Human Services Exhibit J



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Arkansas Foundation for Medical Care, Inc.

<u>08/03/2020</u> Date

Name: Ray Hanley Title: President and CEO

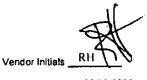


Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

CU/OHH5/110713

Date 08/03/2020

New Hampshire Department of Health and Human Services Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 010330983_____
- In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X____NO_____YES

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

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

 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:

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

Name:	Amount:
Name:	Amount:

Vendor Initials Date 08/03/2020

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "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.
- "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.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic.

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 1 of 9 Contractor Initials _____

Date 08/03/2020



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "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.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to ra

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 2 of 9 Contractor Initials RA



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 3 of 9

Contractor Initials

Date 08/03/2020



DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

V5. Last update 10/09/18

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Exhibit K DHHS Information Security Requirements Page 4 of 9 Contractor Initials RH

Date 08/03/2020



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

- 6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.
- B. Disposition
 - If the Contractor will maintain any Confidential Information on its systems (or its 1. 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.).

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 5 of 9 Contractor Initials RH

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K DHHS Information Security Requirements Page 6 of 9





DHHS Information Security Requirements

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

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Exhibit K DHHS Information Security Requirements Page 7 of 9



DHHS Information Security Requirements

- 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.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

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 08/03/2020

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State of New Hampshire Department of State

CERTIFICATE

 William M. Gardner, 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 : 0004938176



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this **26th** day of **June A.D. 2020**.

William M. Gardner Secretary of State



Improving health care. Improving lives.

President and Chief Executive Officer Ray Hanley		CERTIFICATE OF AUTHORITY
Vice President and Chief Medical Officer Chad Rodgers, MD, FAAP	I, _	AnnaMarie Sullivan, AFMC Corporate Secretary, hereby certify that:
Chief Operating Officer Marilyn Strickland	1.	I am a duly elected Clerk/Secretary/Officer of <u>AFMC (Arkansas Foundation for Medical</u> Care).
Chief Administrative Officer Catherine Bain	2.	The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on <u>July 31, 2020</u> , at which a quorum of the Directors were present and voting.
Chief Business Officer Nathan Ray, MBA, CPHIT		VOTED: That <u>Ray Hanley and Marilyn Strickland</u> are duly authorized on behalf of <u>AFMC (Arkansas Foundation for Medical Care)</u> to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further
Chief Compliance Officer Susie Moore, CCEP		is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.
Chief Financial Officer		
Phyllis Rogers, CPA, CGMA	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
Chief Member Services Officer		attached. This authority remains valid for thirty (30) days from the date of this Certificate
Gloria Boone, CPC, CPHIT, CPEHR		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
Chief Outreach Services Officer		position(s) indicated and that they have full authority to bind the corporation. To the extent
Peggy Starling, FACMPE		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.
Government Affairs Executive		
Hannah Ray		

Board of Directors Executive Committee Stacy Zimmerman, MD Harvey Potts, MD, MPH Jennifer Styron Alan Wilson, MD LaDeli Douglas, MD

Members Tom Butler Carolyn Hood, MNSc, BSN, RN Amy Dunn Johnson, JD Marcus Osborne Gary Paxson, MS, BSN, RN Karen Pettit, RNP, CPHQ Melissa Pierce, BSN, RN, RNP Jane Sneed, MD Danny Wilkerson, MD

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10 Signature of Elected Officer

Printed Name:

AnnaMarie Sullivan

Title:

July 31, 2020

Dated:

Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUT REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the p If SUBROGATION IS WAIVED, subject to the terms and conditions of th this certificate does not confer rights to the certificate holder in lieu of st PRODUCER BXS Insurance 8315 Cantrell Road, Suite 300 Little Rock AR 72227	EXTEND OR ALTE TE A CONTRACT E policy (ies) must have the policy, certain policy, contact phone (AC, No. Ext); 501-66- E-MAIL ADDRESS: INSURER A : National	ER THE CON BETWEEN T ve ADDITION plicies may r). 4-7705 surrer(s) AFFOR Fire Insurance	/ERAGE AFFORDED BY HE ISSUING INSURER(S equire an endorsement. FAX (AC, No): 51 DING COVERAGE e Co of Hartford	r THE 5), AU1 or be A stat	POLICIES FHORIZED endorsed. tement on -8052 NAIC # 20478		
ARAF00-02 Arkansas Foundation for Medical Care, Inc. 1020 West 4th Street, Ste. 300 Little Rock AR 72201	INSURER B : Accident INSURER C : INSURER D : INSURER E : INSURER F :				10166		
COVERAGES CERTIFICATE NUMBER: 1845860233	Lingeneer .		REVISION NUMBER:	<u> </u>			
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 TYPE OF INSURANCE INSD WYD POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMITS				
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If yes, describe under DESCRIPTION OF OPERATIONS below	<u> </u>		E.L. DISEASE - POLICY LIMIT	\$ 500,00	000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
		······	<u> </u>				
CERTIFICATE HOLDER State of New Hampshire, DHHS 129 Pleasant Street	CANCELLATION SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	THE ABOVE D N DATE TH ITH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.	NCELL E DEL	ED BEFORE IVERED IN		
Concord NH 03301	KUsii						
	© 1	988-2015 AC	ORD CORPORATION.	All righ	nts reserved.		

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AFMC Mission Statement

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Our mission is to promote excellence in health and health care through education and evaluation.

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ARKANSAS FOUNDATION FOR MEDICAL CARE, INC.

FINANCIAL STATEMENTS PERIOD FROM OCTOBER 1, 2018 TO JUNE 30, 2019 AND YEARS ENDED SEPTEMBER 30, 2018 AND 2017

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. FINANCIAL STATEMENTS PERIOD FROM OCTOBER 1, 2018 TO JUNE 30, 2019 AND YEARS ENDED SEPTEMBER 30, 2018 AND 2017

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

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ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. JUNE 30, 2019 AND SEPTEMBER 30, 2018 AND 2017 CONTENTS

INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities	
Statements of Cash Flows	
Notes to Financial Statements	7
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	9
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL	
CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE	1
REQUIRED BY THE UNIFORM GUIDANCE	'
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS	4
SCHEDULE OF EXPENDITURES OF STATE AWARDS	5
NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS	6
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	7
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS	9

Page

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INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of **Arkansas Foundation for Medical Care, Inc.** (a nonprofit organization), which comprise the statements of financial position as of June 30, 2019, and September 30, 2018 and 2017, and the related statements of activities and cash flows for the periods then ended, and the related notes to the financial statements.

Management's Responsibility 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. This includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits 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. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements 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 the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and September 30, 2018 and 2017, and the changes in its net assets and its cash flows for the periods then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, in the period ended June 30, 2019, the Organization adopted Accounting Standards Update No. 2016-14, Not-for-Profit-Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matters

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 and State Awards are presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare 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 information is 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 October 11, 2019 on our consideration of the Organization'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 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 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 the Organization's internal control over financial reporting and compliance.

Landmark PLC

LANDMARK PLC CERTIFIED PUBLIC ACCOUNTANTS

Fort Smith, Arkansas October 11, 2019

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. STATEMENTS OF FINANCIAL POSITION JUNE 30, 2019 AND SEPTEMBER 30, 2018 AND 2017

		JUNE 30, 2019	SEPTEMBER 30, 2018	SEPTEMBER 30, 2017
	ASS	ETS		·
CURRENT ASSETS				
Cash and cash equivalents	\$	2,808,168	\$2,896,399	\$ 1,782,622
Accounts receivable				
Federal contracts		370,856	300,605	326,070
State contracts		3,059,648	2,597,328	3,938,805
Private carrier contracts		797,970	1,227,871	573,510
Interest receivable		3,293	23,948	2,841
Prepaid expenses		667,413	1,348,140	1,392,694
Total Current Assets		7,707,348	8,394,291	8,016,542
PROPERTY AND EQUIPMENT				
Furniture and equipment		3,252,303	3,172,260	2,302,188
Software		1,704,723	1,659,638	1,651,438
Building		6,598,328	6,598,328	6,359,643
Leasehold improvements		424,668	424,668	424,668
				,
		11,980,022	11,854,894	10,737,937
Less accumulated depreciation and amortization		5,523,902	4,802,024	4,001,155
		6,456,120	7,052,870	َ 6,736,782
INVESTMENTS AND OTHER ASSETS				
Marketable securities		14,179,362	13,954,138	12,836,711
Real estate		1,060,000	1,060,000	1,060,000
		15,239,362	15,014,138	13,896,711
TOTAL ASSETS	\$	29,402,830	\$ 30,461,299	\$ 28,650,035

See Independent Auditor's Report and Notes to Financial Statements.

- 3 -

		JUNE 30, 2019	SEF	PTEMBER 30, 2018	SEF	PTEMBER 30, 2017
LIABILITIE	ES AN	D NET ASSETS	5			
CURRENT LIABILITIES Accounts payable Accrued expenses Current portion of capital lease obligations Deferred revenue	\$	612,721 1,723,176 250,624 28,452	\$	636,142 1,989,708 241,600 <u>30,664</u>	\$	560,409 2,127,190 - 149,817
Total Current Liabilities		2,614,973		2,898,114		2,837,416
LONG-TERM LIABILITIES Capital lease obligations		<u>108,098</u>		297,210		
NET ASSETS WITHOUT DONOR RESTRICTIONS		1 005 000		4 000 005		4 644 747
Designated for future severance pay Undesignated		1,605,833 25,073,926		1,626,885 25,639,090		1,644,747 _24,167,872
		26,679,759		27,265,975		25,812,619
TOTAL LIABILITIES AND NET ASSETS	\$	29,402,830	\$	30,461,299	\$	28,650,035

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See Independent Auditor's Report and Notes to Financial Statements.

- 4 -

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. STATEMENTS OF ACTIVITIES PERIOD FROM OCTOBER 1, 2018 TO JUNE 30, 2019, AND YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	JUNE 30, 2019		SEPTEMBER 30, 2018		SEP	PTEMBER 30, 2017
OPERATING REVENUES						
Federal contracts	\$	351,282	\$	149,527	\$	159,239
State contracts		16,231,204		23,250,405		24,870,611
Private carrier contracts		4,264,937		5,815,958		3,919,768
TOTAL OPERATING REVENUES		20,847,423		29,215,890		28,949,618
OPERATING EXPENSES						
Direct		16,758,627		22,063,337		22,315,522
Indirect		4,688,497		6,306,440		5,926,384
Non-reimbursable		281,274		377,950	·	336,801
TOTAL OPERATING EXPENSES		21,728,398		28,747,727	<u> </u>	28,578,707
OPERATING INCOME		(880,975)		468,163		370,911
OTHER INCOME (LOSS)						
Interest and dividend income		318,272		244,024		194,366
(Loss) on disposal of property and equipment Net realized and unrealized gains (losses)		(249)		-		-
on investments		(19,247)		680,279		735,610
Real estate investment income (loss), net		(4,017)		60,890		7,085
		(1,011)		00,000		
TOTAL OTHER INCOME (LOSS)		294,759		985,193		937,061
CHANGE IN NET ASSETS						
WITHOUT DONOR RESTRICTIONS		(586,216)		1,453,356		1,307,972
NET ASSETS, BEGINNING OF YEAR		27,265,975		25,812,619	,	24,504,647
NET ASSETS, END OF YEAR	\$	26,679,759	\$	27,265,975	\$	25,812,619

See Independent Auditor's Report and Notes to Financial Statements.

- 5 -

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ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. STATEMENTS OF CASH FLOWS PERIOD FROM OCTOBER 1, 2018 TO JUNE 30, 2019, AND YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	JUNE 30, 2019	SEPTEMBER 30, 2018	SEPTEMBER 30, 2017
CASH FLOWS FROM OPERATING ACTIVITIES			
Change in net assets without donor restrictions .	\$ (586,216)	<u>\$ 1,453,356</u>	\$ 1,307,972
Adjustments to reconcile change in net assets			
to net cash from operating activities:			
Depreciation and amortization	723,773	821,017	564,089
Loss on disposal of property and equipment Net realized and unrealized (gains)	249	-	•
on investments	19,247	(680,279)	(735,610)
Changes in:	,		
Accounts receivable	(102,670)	712,581	(246,716)
Interest receivable	20,655	(21,107)	(351)
Prepaid expenses	680,727	44,554	(421,884)
Accounts payable	(23,421)	75,733	(109,885)
Accrued expenses	(266,532)	(137,482)	(18,249)
Deferred revenue	(2,212)	(119,153)	(244,991)
Total adjustments	1,049,816	695,864	(1,213,597)
Net Cash From Operating Activities	463,600	2,149,220	94,375
CASH FLOWS FROM INVESTING ACTIVITIES		·	
Purchase of property and equipment	(127,272)	(407,359)	(932,095)
Purchase of marketable securities	(1,151,344)	(637,490)	(133,583)
Proceeds from sale/maturity of			
marketable securities	906,873	200,342	85,116
Net Cash (Used For) Investing Activities	(371,743)	(844,507)	(980,562)
CASH FLOWS FROM FINANCING ACTIVITIES Principal payments on capital lease obligations	(180,088)	(190,936)	<u> </u>
Net Cash (Used For) Financing Activities	(180,088)	(190,936)	-
NET CHANGE IN CASH AND CASH EQUIVALENTS	(88,231)	1,113,777	(886,187)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	2,896,399	1,782,622	2,668,809
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 2,808,168	\$ 2,896,399	\$ 1,782,622

See Independent Auditor's Report and Notes to Financial Statements.

- 6 -

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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.

Change in Fiscal Year End

The Board of Directors of the Organization voted to change the fiscal year end of the Organization from September 30 to June 30 to be consistent with the year ends of the associated state government contracts. This change was effective on October 1, 2018. Accordingly, the financial statements presented as of June 30, 2019, reflect a nine month period from October 1, 2018 to June 30, 2019, and the financial statements as of September 30, 2018 and 2017 reflect a twelve month period.

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. Actual results could differ from those estimates.

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 sales tax, in the period in which they are earned. Expenses are recognized in the period in which they are incurred.

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 Financial Accounting Standards Board (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 and Arkansas.

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, 2019 and September 30, 2018 and 2017, the Organization had cash equivalents of approximately \$106,000, \$834,000 and \$1,054,000, respectively.

Accounts Receivable

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

Long-Lived Assets

In accordance with 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 nine month period ended June 30, 2019 and the years ended September 30, 2018 and 2017, no amounts were written off as impaired.

Change in Accounting Principle

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During the period ended June 30, 2019, the Organization adopted the provisions of FASB Accounting Standards Update (ASU) No. 2016-14 "*Presentation of Financial Statements of Not-for-Profit Entities.*" The purpose of this ASU is to improve on the current net asset classification requirements and the information presented in financial statements and notes about a not-for-profit entity's liquidity, financial performance and cash flows. The main provisions of this ASU that have an effect on the Organization include enhanced disclosures for board designated amounts, composition of net assets without donor restrictions, quantitative and qualitative information regarding liquidity and availability of resources, and expenses by both their natural and functional classification. The Organization adopted this ASU as of and for the period ended June 30, 2019, with retrospective application for the 2018 and 2017 financial statements. As a result, the Organization changed its presentation of its net asset classes and expanded the footnote disclosures as required by the ASU. The Organization opted not to disclose liquidity and availability information for the years ended September 30, 2018 and 2017.

Recent and Upcoming Accounting Pronouncements

In May 2014, the FASB issued ASU No. 2014-09 "Revenue From Contracts with Customers." The ASU core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This ASU also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. This ASU will be effective for the calendar year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, "Leases." The ASU requires all leases with lease terms more than 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Organization for the year ending June 30, 2020. The Organization is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Property and Equipment

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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 period ended June 30, 2019 and the years ended September 30, 2018 and 2017, depreciation expense was \$637,548, \$702,834 and \$450,111, respectively.

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

At June 30, 2019 and September 30, 2018 and 2017, the Organization had fully depreciated assets still in service with an original cost of approximately \$2,552,000, \$2,436,000 and \$2,332,000, respectively.

Amortization

The Organization follows the policy of amortizing computer software costs over various periods up to three years. For the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, amortization expense was \$86,225, \$118,183 and \$113,978, respectively.

Deferred Revenue

Deferred revenue consists of advance payments of consulting and contract services.

Functional Allocation of Expenses

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

Advertising

The Organization follows the policy of charging advertising to expense as incurred. For the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, advertising expense was approximately \$77,000, \$109,000 and \$99,000, respectively.

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 balance sheet 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.

Compensated Absences

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

Subsequent Events

Subsequent events are evaluated through the date the financial statements were available to be issued, which is the date of the independent Auditor's Report.

NOTE 2: 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, 2019, the Organization did not have any uninsured/uncollateralized cash balances.

At June 30, 2019, the Organization had investments in marketable securities valued at \$14,179,362, which are subject to market risk.

NOTE 3: INVESTMENTS IN AVAILABLE-FOR-SALE SECURITIES

As stated in Note 1, 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 period ended June 30, 2019 and the years ended September 30, 2018 and 2017 are summarized as follows:

	June 30, 2019		ptember 30, 2018	September 30, 2017		
Cost of investments						
Equity securities	\$ 9,945,646	\$	9,695,946	\$	9,270,183	
Debt securities	61		112	•	<u> </u>	
	\$ 9,945,707	\$	9,696,058	\$	9,270,355	
Fair value of investments	۲					
Equity securities	\$ 14,179,361	\$	13,954,023	\$	12,836,531	
Debt securities	102		115 .		180	
	\$ 14,179,463	\$	13,954,138	\$	12,836,711	
Unrealized appreciation						
on investments	\$ 4,233,756	\$	4,258,080	\$	3,566,356	

The following schedule summarizes the investment return and its classification in the Statements of Activities for the period ended June 30, 2019 and the years ended September 30, 2018 and 2017.

	•	June 30, 2019	Sep	tember 30, 2018	Sep	tember 30, 2017
Interest and dividend income Net unrealized gains Net realized (losses)	\$	318,272 (24,401) 5,154	\$	244,024 691,699 (11,420)	\$	194,366 750,912 (15,302)
	\$	299,025	\$	924,303	\$	929,976

NOTE 4: NOTE PAYABLE

The Organization maintains a \$500,000 revolving line of credit with a bank. The line of credit was refinanced in November 2018. The interest rate was 5.25% at June 30, 2019 and 4.25% at September 30, 2018 and 2017. 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 November 2019. As of June 30, 2019, there were no outstanding advances on the line of credit.

NOTE 5: NONCASH INVESTING AND FINANCING ACTIVITIES

During the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, equipment with an original cost of \$-0-, \$729,746, and \$-0-, respectively, was financed with capital leases.

During the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, fully depreciated assets with an original cost of \$1,574, \$20,148 and \$571,410, respectively, were scrapped.

NOTE 6: FAIR VALUE MEASUREMENTS

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

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

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

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

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

The following table presents the Organization's hierarchy for the investments measured at fair value on a recurring basis as of June 30, 2019 and September 30, 2018 and 2017.

	June 3	0, 20:	19		
	(Level 1)		(Level 2)	(Level 3)	
Equity securities	\$ 14,179,361	\$	-	\$	-
Debt securties	-		102		-
	Septembe	er 30,	2018		
	(Level 1)		(Level 2)	(Level 3)	
Equity securities	\$ 13,954,023	\$	-	\$. ,	-
Debt securties	•		115		-
	Septembe	er 30,	2017		
	(Level 1)		(Level 2)	(Level 3)	
Equity securities	\$ 12,836,531	\$	-	\$. ,	-
Debt securties	-		180		-

NOTE 7: LEASING ARRANGEMENTS

Capital Lease

Assets acquired under capital leases have been capitalized and are included in furniture and equipment on the Statements of Financial Position as of June 30, 2019 and September 30, 2018 and 2017 at a cost of \$729,746, \$729,746, and \$-0-, respectively, with accumulated depreciation of \$415,222, \$232,787, and \$-0-, respectively.

Capital lease obligations consist of the following:

	June 30, 2019	Sep	tember 30, 2018	-	mber 30, 017
•	050 700	•		•	
\$		\$	·	\$	-
	· · · · · · · · · · · · · · · · · · ·		i	\$	<u>-</u>
	\$	\$	2019 \$ 358,722 \$ (250,624)	2019 2018 ¹ \$ 358,722 \$ 538,810 (250,624) (241,600)	2019 2018 2 \$ 358,722 \$ 538,810 \$ (250,624) (241,600)

The following is a schedule of future minimum rental payments required under the above capital lease by year, along with its present value as of June 30, 2019:

· Years ending June 30,	
2020	262,621
2021	109,425
Total minimum capital lease payments	372,046
Less amount representing interest	13,324
Present value of future minimum capital lease payments	\$ 358,722

Operating Leases

<u>Lessee</u>

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 period ended June 30, 2019 and the years ended September 30, 2018 and 2017 was approximately \$109,000, \$181,000 and \$199,000, respectively.

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

Years ending June 30,

	\$ 76,794
2021	194
2020	\$ 76,600

<u>Lessor</u>

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 \$157,000, \$244,000 and \$255,000 for the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, respectively. Maintenance expense related to this income was approximately \$161,000, \$183,000 and \$248,000, respectively, for the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, which is netted against the rent income in the Statements of Activities as "Real estate investment income (loss), net".

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

Year ending June 30, 2020

\$ 178,707

NOTE 8: 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 \$2,693,000 at June 30, 2019. 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 period ended June 30, 2019 and the years ended September 30, 2018 and 2017, was \$1,542,446, \$2,357,196 and \$2,700,685, respectively.

NOTE 9: EMPLOYEE BENEFIT PLANS

The Organization has a 401(k) profit sharing plan (the Plan). All employees who meet the age eligibility requirement, and who are not leased employees or nonresident aliens, are eligible to participate in the Plan. The Organization's funding policy for the Plan is to make safe harbor contributions based upon 3% of each participant's compensation. The Organization also has the ability to make a discretionary profit sharing contribution to participants. Through December 31, 2017, the Organization elected to make a discretionary profit sharing contribution of 1% of each participant's compensation. Effective January 1, 2018, the Organization elected to cease the discretionary profit sharing contribution. Employees become fully vested in discretionary profit sharing contribution. Employees become fully vested in discretionary profit sharing contributions after five years of service. For the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, the Organization made plan contributions of approximately \$359,000, \$547,000 and \$673,000, respectively.

The Board of Directors has established a severance pay program. See Note 11 for further details.

NOTE 10: CONCENTRATIONS, CONTINGENCIES AND COMMITMENTS

A material part of the Organization's operations is derived from Federal and state contracts. The Organization is a contractor on a five year Federal contract that expired on September 21, 2019 and is in the process of being renewed. The state contracts, which are annually renewable, expire beginning on January 1, 2020 and can be terminated by either party with 30 days written notice. For the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, these contracts represented 79%, 80%, and 86% of the Organization's total operating revenues, respectively. The loss of these contracts would have an adverse effect on the Organization's ability to continue in existence.

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

The Organization grants unsecured credit for services provided based on these contracts and other privately funded services. At June 30, 2019 and September 30, 2018 and 2017, the Organization had extended credit (accounts receivable) of approximately \$4,228,000, \$4,125,000 and \$4,838,000, respectively.

The Organization's employees maintain credit cards that are guaranteed by the Organization. At June 30, 2019, the balance on these cards was approximately \$55,000, and the available credit line was approximately \$324,000. The Organization monitors the employees' payments of these balances and may withhold payment from the employees' payroll checks.

The Organization is involved in various litigation as of June 30, 2019, arising in the ordinary course of business. The ultimate outcome of such litigation is uncertain. However, management and legal counsel are of the opinion that the resulting outcome of such litigation would have a minimal adverse economic impact on the Organization.

NOTE 11: 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 period ended June 30, 2019 and the years ended September 30, 2018 and 2017, 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, 2019 and September 30, 2018 and 2017, the balance of this severance pay is included in "Designated for Future Severance Pay" on the Statements of Financial Position.

NOTE 12: 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 3), and a line of credit (see Note 4).

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

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The following table reflects the Organization's financial assets as of June 30, 2019 and September 30, 2018 and 2017, to meet general expenditures within one year of the statement of financial position date.

		June 30, 2019		September 30, 2018		September 30, 2017	
Cash and cash equivalents Accounts receivable Investments	\$	2,808,168 4,231,767 14,179,362	\$	2,896,399 4,149,752 13,954,138	\$	1,782,622 4,841,226 12,836,711	
Less: Designated for severance pay	\$	(1,605,833) 19,613,464	\$	<u>(1,626,885)</u> 19,373,404	\$	(1,644,7 <u>47)</u> 17,815,812	

NOTE 13: FUNCTIONAL EXPENSES

During the period ended June 30, 2019 and the years ended September 30, 2018 and 2017, functional expenses were incurred as follows:

		June 30, 2019						
,	Proç	gram Services	-	eneral and ninistrative Costs	Total			
Salaries Leave Fringe Physician advisors Consultants Travel	\$	10,071,550 1,443,393 3,038,085 142,501 1,937,864 341,901	\$	614,950 88,131 185,500 - 110,740 24,943 205,830	\$	10,686,500 1,531,524 3,223,585 142,501 2,048,604 366,844 3,728,840		
Other costs	\$	3,433,001 20,408,295	\$	295,839 1,320,103	\$	21,728,398		

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		September 30, 2018						
	Prog	gram Services	-	eneral and ninistrative Costs	Total			
Salaries	\$	13,501,460	\$	647,761	\$	14,149,221		
Leave		1,980,340		95,011		2,075,351		
Fringe		4,138,102		198,534		4,336,636		
Physician advisors		502,611		-		502,611		
Consultants		1,761,738		132,946		1,894,684		
Travel		540,576		36,938		577,514		
Other costs		4,737,811		346,473		5,084,284		
Pass through costs		127,426		-		127,426		
•	\$	27,290,064	\$	1,457,663	\$	28,747,727		

	September 30, 2017						
	Prog	gram Services	-	eneral and ninistrative Costs	Total		
Salaries	\$	13,930,191	\$	560,254	\$	14,490,445	
Leave		2,062,472		82,950	-	2,145,422	
Fringe		4,626,415		186,068		4,812,483	
Physician advisors		225,068		-		225,068	
Consultants		673,452		166,818		840,270	
Travel		771,846		24,392		796,238	
Other costs		4,767,683		271,098		5,038,781	
Pass through costs		230,000		-		230,000	
	\$	27,287,127	\$	1,291,580	\$	28,578,707	

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SUPPLEMENTAL INFORMATION



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

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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, 2019, and the related statements of activities and cash flows for the period then ended, and the related notes to the financial statements, and have issued our report thereon dated October 11, 2019.

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) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

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 determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Landmark PLC

LANDMARK PLC CERTIFIED PUBLIC ACCOUNTANTS

Fort Smith, Arkansas October 11, 2019



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

We have audited **Arkansas Foundation for Medical Care, Inc.** and its (a nonprofit organization) compliance with the types of compliance requirements described 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 period ended June 30, 2019. The Organization's major Federal program is identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its Federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major Federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major Federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major Federal programs for the period ended June 30, 2019.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major Federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major Federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's 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 is a deficiency, or a combination of a Federal program that is less severe than a material weakness in internal control over compliance with a type of compliance compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance with a type of compliance compliance requirement of a Federal program that is less severe than a material weakness in internal control over compliance with governance.

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

Purpose of this Report

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

Landmark PLC

LANDMARK PLC CERTIFIED PUBLIC ACCOUNTANTS

Fort Smith, Arkansas October 11, 2019

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS PERIOD ENDED JUNE 30, 2019

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FEDERAL GRANTOR/ PASS THROUGH GRANTOR/ PROGRAM TITLE	FEDERAL CFDA NUMBER	FEDERAL EXPENDITURES
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:		
Rural Communities Opioid Response (Planning)	93.211	\$ 70,740
State Rural Hospital Flexibility Program	93.241	117,403
Primary Care Training and Enhancement	93.844	154,469
UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES:		
Pass-through program from Arkansas Department of Human Services:		
Medical Assistance Program Title XIX	93.778	9,552,559
State Opioid Response - Evaluation	93.788	23,703
Pass-through program from Arkansas Department of Health:		
Infectious Diseases, Healthcare-Associated Infections, Coordinated Prevention and Stewardship	93.323	180,408
State and Local Public Health Actions to Prevent Obesity, Diabetes, Heart Disease and Stroke	93.757	111,517
UNITED STATES DEPARTMENT OF JUSTICE		
Pass-through program from Arkansas Department of Human Services:		
Comprehensive Opioid Abuse Program	16.754	29,637
TOTAL EXPENDITURES OF FEDERAL AWARDS		\$ 10,240,436

See Independent Auditor's Report and Notes to Schedules of Expenditures of Federal and State Awards.

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ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SCHEDULE OF EXPENDITURES OF STATE AWARDS PERIOD ENDED JUNE 30, 2019

PROGRAM AGENCY/ PROGRAM NAME	STATE AWARD		STATE EXPENDITURES	
ARKANSAS DEPARTMENT OF HUMAN SERVICES				
Medicaid Managed Care Services	\$	4,919,394	\$	4,748,239
Medicaid Review Agent for Arkansas		1,044,148		1,212,996
Medicaid Person Centered Medical Home (PCMH) Practice Transformation		142,584		163,676
Medicaid Electronic Health Record Meaningful Use Incentive Program		16,846		12,649
Medicaid Inspections of Care		66,667		66,667
Child Health Management Services		118,820		70,039
ARWorks Focus Group		17,348		17,583
TOTAL EXPENDITURES OF STATE AWARDS	\$	6,325,807	\$	6,291,849

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. NOTES TO SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS PERIOD ENDED JUNE 30, 2019

NOTE 1:

The accompanying Schedules of Expenditures of Federal 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 this schedule is 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 schedule presents only a selected portion of the operations of Arkansas Foundation for Medical Care, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flow of Arkansas Foundation for Medical Care, Inc.

NOTE 2:

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures 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.

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ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SCHEDULE OF FINDINGS AND QUESTIONED COSTS PERIOD ENDED JUNE 30, 2019

SECTION I. SUMMARY OF INDEPENDENT AUDITOR'S RESULTS

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

☑ Unmodified □ Qualified □ Adverse □ Disclaimer

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

Significant deficiency(ies)?□ Yes⊠ None reportedMaterial weakness(es)?□ Yes⊠ No

- 3. Noncompliance considered material to the financial statements was disclosed by the audit? □ Yes □ No
- 4. The independent auditor's report on internal control over compliance with requirements that could have a direct and material effect on each major Federal awards program disclosed:

Significant deficiency(ies)?□ Yes⊠ None reportedMaterial weakness(es)?□ Yes⊠ No

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

☑ Unmodified □ Qualified □ Adverse □ Disclaimer

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

🗆 Yes 🛛 🖾 No

- 7. The Organization's major program was the Medical Assistance Program Title XIX (CFDA 93.778).
- 8. The threshold used to distinguish between Type A and Type B programs as those terms are defined in Uniform Guidance was \$750,000.
- 9. The Organization qualified as a low-risk auditee as that term is defined in the Uniform Guidance? □ Yes □ No

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SCHEDULE OF FINDINGS AND QUESTIONED COSTS PERIOD ENDED JUNE 30, 2019

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 period ended June 30, 2019.

SECTION III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

There were no audit findings for the period ended June 30, 2019.

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS PERIOD ENDED JUNE 30, 2019

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

Prior Year Finding No. 2018-01: Lack of Segregation of Duties

Condition: During the year ended September 30, 2018, primarily due to turnover of key management, there was not a complete segregation of duties related to certain financial transactions, including recording all transactions and adjustments to the general ledger.

Criteria and Cause: A proper segregation of duties is an integral part of any internal control system. Ideally, duties should be segregated to prevent one person from being in a position to authorize, execute, and record the same transaction. Our consideration of the internal control system disclosed that, primarily due to turnover of key management, there are inherent limitations in the Organization's controls in this regard.

Effect: A lack of proper segregation of duties increases the risk that errors or fraud may occur and not be detected in a timely manner.

Recommendation: While we realize that the Organization has taken steps to reassign job duties following turnover of key management, we believe there are additional instances where duties can and should be reassigned to ensure that no one employee has access to both physical assets and the related accounting records or to all phases of a transaction. We recommend that the Board of Directors work closely with management to determine ways to reassign duties with existing personnel to maximize segregation of duties.

Status: The Organization has reassigned job duties in a way that allows for a proper segregation of duties within the accounting department.

SECTION III. FINDINGS AND QUESTIONED COSTS FOR FEDERAL AWARDS

Prior Year Finding No. 2018-01: Lack of Segregation of Duties

Medical Assistance Program Title XIX – CFDA 93.778

Condition: During the year ended September 30, 2018, primarily due to turnover of key management, there was not a complete segregation of duties related to certain financial transactions, including recording all transactions and adjustments to the general ledger.

ARKANSAS FOUNDATION FOR MEDICAL CARE, INC. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS PERIOD ENDED JUNE 30, 2019

Criteria and Cause: A proper segregation of duties is an integral part of any internal control system. Ideally, duties should be segregated to prevent one person from being in a position to authorize, execute, and record the same transaction. Our consideration of the internal control system disclosed that, primarily due to turnover of key management, there are inherent limitations in the Organization's controls in this regard.

Effect: A lack of proper segregation of duties increases the risk that errors or fraud may occur and not be detected in a timely manner.

Recommendation: While we realize that the Organization has taken steps to reassign job duties following turnover of key management, we believe there are additional instances where duties can and should be reassigned to ensure that no one employee has access to both physical assets and the related accounting records or to all phases of a transaction. We recommend that the Board of Directors work closely with management to determine ways to reassign duties with existing personnel to maximize segregation of duties.

Status: The Organization has reassigned job duties in a way that allows for a proper segregation of duties within the accounting department.



2020-2021 AFMC Board of Directors

Ray Hanley President & CEO Arkansas Foundation for Medical Care AFMC 1020 West 4th Street Little Rock, AR 72201 (501) 212-8660

ExecutiveCommittee	
Stacy C. Zimmerman, MD, Chair Internal Medicine Assoc Program Director	Term expires 2022
Danny Wilkerson, MD, Vice Chair Anesthesiologist	Term expires 2021
Jennifer Styron, Treasurer Chief Financial Officer	Term expires 2021
Alan Wilson, MD, Secretary General Surgeon	Term expires 2021
LaDell Douglas, MD, <i>Member-at-large</i> Pediatrician	Term expires 2023

General Members	····· ·
Josh Dilley, MD Anesthesiologist	Term expires 2023
Glen Fenter Superintendent Marion School District	Term expires 2023
Chris Hardin, MD Internal Medicine	Term expires 2023



2020-2021 AFMC Board of Directors

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Carolyn Hood, RN; BSN	Term expires 2022
Nursing Instructor	
Debby Nye	Term expires 2023
Attorney	
Marcus Osborne	Term expires 2021
VP, Health & Wellness Payer Relations	
Gary Paxson	Term expires 2022
Administrator	
White River Medical Center	
Dr. Harvey Potts, MPH	Term expires 2023
Dir of Program Assessment & Simulation Center	
AR College of Osteopathic Medicine	
Jane Sneed, MD	Term expires 2021
Pediatrician	
Angie Walker	Term expires 2023
Office Manager	

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Melanie Boyd, MS Director, Analytical Services

EDUCATION

- 2007 Master of Science, Mathematical Sciences, Emphasis in Applied Statistics University of Arkansas at Little Rock, AR
- 1996 Bachelor of Science in Mathematics University of Arkansas at Little Rock, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR

2015 – present

Director, Analytical Services

- Directs AFMC's Medicaid analytics programs including survey design, data collection, data analysis, and statistical reporting for quality improvement projects.
- Oversees the Arkansas Medicaid Information Interchange (AMII) system of Medicaid provider profiles and associated statistical reporting.
- Prepares annual departmental budget.
- · Selects, directs, coaches, and evaluates assigned staff.
- Tracks departmental performance and takes corrective action to guarantee objectives.
- Maintains current knowledge of contracts.
- Contributes and edits reports and articles. Adheres to format, content, and style guidelines considering usability and accuracy.
- · Meets with senior management and offers support for inter-departmental projects.
- Coordinates work of statistical team.
- Designs processes to aid in the standardization and tracking of data projects.
- Assists stakeholders in understanding project feedback reports.
- · Develops and presents workshops, seminars, and staff training, as needed.

Manager, Program Evaluation

- Instrumental in discovering a potential \$2 million savings to Medicaid through data mining on the rotavirus data mining project.
- Served as lead on survey process including design, distribution, analysis, and reporting.
- Aided in survey design/re-design and analysis: Adult Consumer Assessment of Healthcare Providers & Systems (CAHPS®), ARKids First A (Child CAHPS®), ARKids First B, Mental Health, TEFRA, Health Status, Prenatal, ARHealthNetworks, and Non-Emergency Transportation
- Ensured National Committee for Quality Assurance (NCQA) survey guidelines were followed to allow national benchmark comparison.
- Computation of Healthcare Effectiveness Data and Information Set (HEDIS) measures: well-child, women's health, diabetes, and asthma
- Use of John Hopkins ACG system to produce quarterly primary care provider (PCP) reports that provide a benchmark for providers
- Provided data updates on AMII system that assists PCPs in managing the care of Medicaid beneficiaries.
- Other data mining projects included emergency room visits, cerebral palsy, and Down syndrome snapshots.
- Evaluated, analyzed, and designed internal and external reports.

2014 – 2015

- Oversaw contractual deliverables and budgets.
- Managed and trained staff by providing leadership and supervision of direct reports.
- Responsible for managing all program evaluation operations including instrument development, data collection, analysis, and reporting
- Responsible for establishing data security while promoting appropriate transparency
- Summarized program evaluation research results for presentation to management, stakeholders, and other clients.
- Designed and conducted workshops and technical assistance as needed for clients.
- Coordinated with appropriate staff and stakeholders to promote program evaluation reporting and trending to identify areas for improvement.

Senior Statistician

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- 2009 2014Oversaw team members in the preparation of all projects and processes and provided
- training to analysts.
- Downloaded and exported large data sets. Manipulated data and conducted data analysis using Statistical Analysis System (SAS) package.
- Generated code using SAS to edit for accuracy and conducted data analysis.
- Interpreted, summarized, and documented results from statistical analysis including the production of graphs, charts, and other visual representations of data, and prepared summary reports of analysis for presentation to internal and external clients.
- Served as lead for survey process including design, distribution, analysis, and reports. ٠
- Assured compliance to NCQA specifications to guarantee national benchmark comparison.
- Provided statistical support for the development of measurement techniques, data analysis, and reporting of quality improvement projects and longitudinal databooks.
- Served as lead analyst for the Arkansas State Epidemiological Workgroup.
- Recommended enhancements incorporating evolving statistical methods. N

Statistician

2007 - 2009

- Analyzed survey results and compiled reports involving statistical trends.
- Computed HEDIS measures to quantify healthcare performance. •
- Downloaded and exported data from larger data sets/databases and generated SAS code to edit data for accuracy and completeness.
- Manipulated data and conducted data analysis using SAS statistical package.
- Followed protocols regarding data confidentiality/security and HIPAA compliance.

PUBLICATIONS

- Boyd M. and Scheel J. (2012) Substance abuse prevention: Identifying risk factors is first step. The Journal of the Arkansas Medical Society.
- Boyd M., Scheel J., and Tilford M. (2010) HEDIS measures: Using numbers to improve health care in Arkansas. The Journal of the Arkansas Medical Society.
- Boyd M., Scheel, J., and Wells C. (2008) National Practice Size Exploratory Project reveals patient care trends in Arkansas. The Journal of the Arkansas Medical Society.

Gina Redford, MA Manager, Analytical Services

EDUCATION

1997 Master of Arts in Applied Psychology University of Arkansas at Little Rock, AR

1989 Bachelor of Arts, Psychology University of Arkansas at Little Rock, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR2017 – presentManager, Analytical Services

- Provide supervision and oversight for supervisory level staff responsible for program evaluation activities including client satisfaction surveys for Medicaid, program evaluations for substance abuse prevention programs and opioid epidemic programs, and other activities for various contracts with state agencies.
- Develop, implement, and oversee internal and external contract- and project-level timelines.
- Collaborate with clients to accomplish program goals and objectives.
- Maintain understanding of trends in local, state, and national healthcare issues to interpret data findings.

Health Services Advisory Group, Inc. (HSAG), Little Rock, AR2011 – 2017Project Manager, State and Corporate Services

- Served as primary point-of-contact for all tasks and activities associated with HSAG's Data Mining and Program Evaluation (DMPE) contract with Arkansas Department of Human Services, Division of Medical Services (DMS).
- Assisted in securing additional funding and managing the analytic work associated with Arkansas's Adult Medicaid Quality Grant (AMQG).
- Managed operations of HSAG's Little Rock, AR office including information technology systems (i.e., hardware, software, and phones), office supplies, and security procedures.
- Provided technical assistance and guidance to DMS in the selection, execution, and reporting of appropriate performance, cost, and utilization measures as part of Arkansas's monitoring and evaluation of the Medicaid program.
- Monitored, documented, and reported on the health care environment, including the Arkansas Medicaid payment improvement initiatives and general Arkansas health care policies; facilitated dissemination of information to team members.
- Maintained understanding of current program policies to interpret data findings, including state and local initiatives, federal waivers, and evolving state and federal policies.
- Represented HSAG as a stakeholder at Arkansas Payment Improvement Initiative (APII) activities and at national healthcare conferences.
- Prepared, drafted, and published data findings for DMS and key stakeholder groups.

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Arkansas Department of Health (ADH), Little Rock, AR Research Project Analyst, Center for Health Statistics

- Managed the Health Professions Manpower Assessment (HPMA) program and oversaw special projects within the Health Statistics Branch of the Center for Public Health Practice.
- Responsible for coordinating inter-departmental activities to identify and trackHealth Professional Shortage Areas (HPSAs) and Medically Underserved Areas (MUAs) in Arkansas
- Collected primary source data to prepare geo-databases using Esri ArcGIS products; performed geographical data analysis of provider networks, selected chronic illnesses, and population characteristics for special projects and state publications.
- Served as a member of special committees including, but not limited to, Baby Steps Infant Mortality Review Committee, ADH Internet Redesign Committee, Committee for Breastfeeding in the Workplace, and ADH Plain Language Committee.

Project Manager/Medical Economist

1997 – 2006

- Served as the Pregnancy Risk Assessment Monitoring System (PRAMS) Project Manager, responsible for overall program development and maintenance of statewide population-based surveillance system in conjunction with Centers for Disease Control and Prevention (CDC).
- Initiated and completed an Institutional Review Board (IRB) application and maintained ongoing communication with the University of Arkansas for Medical Sciences (UAMS) human subjects research committee.
- Developed protocols and state-specific survey, data analysis, and dissemination plans. Assisted senior data analysts during analysis phase and collaborated with graphic and layout artists for creation of annual report.
- Performed and supervised data collection, editing, management, and submission activities.
- Responsible for troubleshooting, staff training, and supervision of work related to proprietary, MS Access-based, project-specific, tracking software.
- Produced formal reports for various government agencies and related committees.

Planning Specialist, WIC (Women, Infants, and Children) Program

1990 - 1995

- Managed state-wide promotion and evaluation of federally funded project.
- Provided long term project planning and evaluation.
- Developed written and oral presentations and materials for lay, scientific, and educational audiences.
- Assisted with protocol development for state-wide activities in local health units.
- Developed grant proposals, databases, and spreadsheets; planned and tracked annual budget.

Kent Thompson, MPH Supervisor, Program Evaluation

EDUCATION

2014 Master of Public Health, Emphasis in Biostatistics University of Arkansas for Medical Sciences, Little Rock, AR

2007 Bachelor of Arts, Biology Hendrix College, Conway, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR Supervisor, Program Evaluation

- Current program manager of the Department of Justice, Category 6 Grant: Data Collection Through Collaboration: Building a Comprehensive Dashboard and Archival Risk Factors (ARF).
- Current lead evaluator for the Prescription Drug/Opioid Overdose-Related Deaths (PDO) and State Opioid Response (SOR).
- Former lead evaluator for the State Epidemiological Outcomes Workgroup (SEOW), Partnership for Success (PFS), both the Arkansas and Alabama State Targeted
 Response to the Opioid Crisis (STR), and Alabama MAT-PDOA.
- Administrator of AFMC's REDCap and ArcGIS and distributions.

Statistician II

2015 - 2017

2011 - 2015

2017 - present

- Implemented and managed local install of REDCap electronic data capture system; included creation and distribution of numerous electronic surveys as well as utilized the double data entry feature to allow the data entry staff to accurately and efficiently enter paper data.
- Data analysis with multiple projects associated with Arkansas's Medicaid program and the State Epidemiological Outcomes Workgroup (SEOW)
- Technical assistance for subrecipients of the PFS grant
- Salesforce administrations specifically with Arkansas's Patient Centered Medical Home

 Quality Assurance
- Created yearly report/informational tools for the SEOW

University of Arkansas for Medical Sciences, Little Rock, AR Childhood Obesity Prevention Research Program

Administrative Specialist

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

Website design and management

SELECTED TECHNICAL EXPERIENCE AND PROJECTS

Prescription Drug Overdose Grant

Jul. 2017 – present

Lead Evaluator; created data collection instruments including the Naloxone Reporting Tool used by first responders statewide to report naloxone administrations.

Partnership for Success

Nov. 2016 – present

Conduct technical assistance with subrecipients to aide in their biannual reporting. Created state and individual reports.

State Epidemiological Outcomes Workgroup Nov. 2016 – present Created a statewide report on the causes and consequences of the use of alcohol, tobacco, and other drugs as well as other informational tools.

Analyzing Health Disparities in Arkansas

Jan. 2014 – Aug. 2014

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

Linda Newell, BS Supervisor, Survey Research

EDUCATION

- 2015 Graduate Certificate in Applied Statistics University of Arkansas at Little Rock, AR
- 2013 Bachelor of Science in Mathematics, Minor in Statistics University of Arkansas at Little Rock, AR

CERTIFICATIONS

SAS Certified Advanced Programmer, currently preparing SAS Certified Base Programmer, 2015

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR Supervisor, Survey Research

2017 - present

2015 - 2017

2014 - 2015

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

Statistician I

- Provided statistical support for the development of measurement/re-measurement techniques, data analysis and reporting of quality improvement projects, surveys, and Healthcare Effectiveness Data and Information Set (HEDIS) needs.
- Assisted in the coordination of data activities for specific projects and assured compliance with established protocols and contractual requirements.
- Interpreted, summarized, and documented results from statistical analyses.

Oaklawn Jockey Club, Hot Springs, AR

Database Analyst, Information Technology

- Translated business questions into defined analytics.
- Provided and presented data reporting, results, and analysis through SQL and Access query methods.
- Created automated daily reports through Microsoft SQL Server Report Builder for senior management.

Shalini Manjanatha, BS Statistician

EDUCATION

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

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR September 2019 – present Statistician

- Provide data analysis and reporting of quality improvement projects, surveys & HEDIS needs.
- Download data from large databases and generate SAS code to edit data for accuracy and completeness.
- Manipulate data and conduct data analysis using SAS.
- Interpret, summarize, and document results from analyses.
- Assist in data verification and verification of results as required.
- Update project methodologies as needed to accomplish project goals and objectives.

Arkansas Department of Health, Little Rock, AR Center for Health Statistics

June 2007 – August 2019

August 2000 – May 2007

Software Support Analyst

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

Medical Economist

- Developed SAS Programs for data cleaning, validation, analysis, and report generation.
- Developed survey edits criteria and implemented them with SAS edit programs; conducted statistical analyses of surveys to identify areas of interest; developed and produced reports to convey survey results to communities; and coordinated the collection ofdata

from the counties.

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

Health Program Analyst

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

Arkansas Children's Hospital, Little Rock, AR Department of Pediatrics/CARE

July 1995 – November 1995

May 2000 – July 2000

Data Analyst

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

University of Arkansas for Medical Sciences (UAMS), Little Rock, AR February 1993 – June 1995 Department of Psychiatry

Statistical Programmer/Analyst

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

Arkansas Children's Hospital, UAMS, Little Rock, AR August 1992 – January 1993 Child Study Center

Data Manager/Research Assistant

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

Food and Drug Administration

National Center for Toxicological Research (NCTR), Jefferson, AR Mathematical Statistician

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

June 1992 – July 1992

Arkansas Department of Human Services, Little Rock, AR Division of Research and Statistics *Volunteer, Statistician II*

• Compiled, keyed, and edited statistical data for Medicaid recipients, eligible and expenditures using DBase and Lotus 1-2-3.

COMPUTER SKILLS

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

PUBLICATIONS

- Wherry, J.N., Jolly, J.B., Feldman, J., Adam, B., and Manjanatha S. (1994), The child dissociative checklist: preliminary findings of a screening measure. Journal of Child Sexual Abuse, Vol. 3(3), 51-66.
- Wherry, J.N., Jolly, J.B., Feldman, J., Adam, B., and Manjanatha S. (1995) Child sexual behavior inventory scores for inpatient Psychiatric boys: An exploratory study. Journal of Child Sexual Abuse, Vol. 4(3)

Melissa Magdefrau, MA Statistician

EDUCATION

- 2015 Master of Arts, Applied Economics Miami University, Oxford, Ohio
- 2014 Bachelor of Science, Economics, Minors in Mathematics & Honors Interdisciplinary Studies

University of Central Arkansas, Conway, Arkansas

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, ARSeptember 2019 – presentStatistician

- Writing of program evaluation reports for federal grant programs concerning public health initiatives using quantitative and qualitative data
- Data collection utilizing REDCap and conducting site visits
- Data cleaning, analysis, and summarization in SAS
- Data visualizations, including maps, for reports, presentations and online dashboards using SAS, ArcGIS Online and ArcGIS Pro

FedEx Services, Harrison, AR

Sr. Revenue Science Analyst

- Modernization of reports to Spotfire dashboards
- Project lead for corporate initiatives which involved effectively communicating and coordinating work across departments
- Ad hoc data and statistical analysis for executive review
- Utilized advanced mathematics and statistics to develop models to estimate pricing activities

Revenue Science Analyst

- Modernization of reports from Excel to SAS
- Data validation for tool that communicates to Sales the estimated effect of rate changes for customers
- Data testing to verify compliance with rate change approval guidelines to satisfy SOX requirements
- Competitive tracking & analysis for the LTL freight industry

Pricing Analyst

November 2016 – January 2018

February 2018 - November 2018

 Analyzed the profitability of pricing requests from Sales teams for medium-sized accounts to support U.S. and global pricing strategies.

December 2018 – September 2019

University of Arizona, Tucson, AZ

Doctoral Student in Economics

 Completed 25 hours of doctoral level coursework in Microeconomic and Econometric Theory.

Miami University, Oxford, OH

Graduate Research Assistant

 Collected and cleaned financial data, performed statistical analysis, and generated results tables.

Arkansas Center for Research in Economics, Conway, AR January 2014 – May 2014 Undergraduate Research Fellow

 Collected data on the Arkansas Public Education System's K-12 performance and researched the impact of government spending on educational outcomes in Arkansas.

<u>SKILLS</u>

Statistical Programming: SAS, STATA, R, Matlab SAS Certified Base Programmer Data Visualization: ArcGIS (Online, Pro), Spotfire Database Management: SQL, Excel, Access Documents & Presentations: Word, PowerPoint

AWARDS

- 2014 College of Business Outstanding Student, University of Central Arkansas
- 2013 Student Undergraduate Research Fellowship (SURF) Award, Arkansas Department of Higher Education

August 2015 – July 2016

August 2014 – May 2015

Sydney Lewis, MPH Statistician

EDUCATION

- 2019 Master of Public Health, Biostatistics University of Arkansas for Medical Sciences, Little Rock, AR
- 2016 Bachelor of Arts, Psychology Lyon College, Batesville, AR
- 2013 Associate of Arts, General Education University of Arkansas Community College at Batesville, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR Statistician

- Statistician on the Program Evaluation team in the Analytics department
- Evaluate programs that receive funding for grants related to the opioid epidemic in Arkansas.
- Analyze and validate results for various Medicaid surveys.
- Proficient in SAS, R, and ArcGIS.

Analytics Department Intern, Preceptorship

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

RESEARCH EXPERIENCE

Integrated Learning Experience

University of Arkansas for Medical Sciences, Little Rock, AR Jan. 2019 – May 2019 Principle Investigator

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

Department of Psychology, Lyon College, Batesville, AR Aug. 2015 – May 2016 Researcher, Senior Thesis

• Senior thesis title: "Perceptions of Yourself and Others: The Relationship between Emotional Intelligence and Gender." The purpose of this study was to determine if there was a relationship between emotional intelligence and different aspects of gender:

Aug. 2018 – Dec. 2018

February 2019 – present

masculinity, femininity, and androgyny. Participants were asked to predict the emotions of a series of facial expressions after being primed to think in a masculine way, feminineway, or androgynous way. Research was conducted and data was analyzed independently over the course of two semesters. Statistics were analyzed using SPSS. Research was subsequently presented to an audience of approximately 100 peers and colleagues.

Intermediate Research Methods, Department of Psychology Aug. 2015 – Dec. 2015 Researcher

 Research included examination of the relationship between emotional intelligence in student athletes versus emotional intelligence in college students. Statistics were analyzed using SPSS. Research was conducted and data was analyzed with a group of three other student researchers.

Psychology of Propaganda, Department of Psychology *Researcher*

Aug. 2014 – Dec. 2014

• Research included content analysis of the types of messages conveyed in a variety of political propaganda commercials. Statistics were analyzed using SPSS. Research was collected and data was analyzed with two other student researchers.

Michael Christly, MA Manager, Information Technology

EDUCATION

- 2006 Master of Arts in Computer Resources & Information Management Webster University - Fort Smith, AR
- 2004 Bachelor of Science in Information Technology University of Arkansas - Fort Smith, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Fort Smith, AR2011 – presentManager, Information Technology

Previous titles: Network Services Engineer; Network Services Engineer, Team Lead

- Maintains 10 physical servers & 100 virtual servers in high-demand, fast-paced, highsecurity environment which supports 300 – 400 personal computers (PCs) companywide with large number of staff working from home.
- Maintains multi-site Cisco phone system with 400 stations and 20 call centers, supporting 200 agents who work in office and from home.
- Storage Area Network (SAN) administration for both Fort Smith & Little Rock office locations
- Serves as primary Microsoft Enterprise Agreement (EA) Administrator for all licensing, downloads, and support requests.
- Manages all Fort Smith data center systems, Kohler generators, A/C units, and battery backup system.
- Maintain 2 i4580 series Kodak Scanner, average yearly scans 3-4 million.
- Maintain LaserFiche imagining system.
- Supervises a staff of nine Information Technology (IT) professionals.
- Serves as a mentor to all IT staff.
- Built all virtual infrastructure at Fort Smith and Little Rock campuses, from the ground up consisting of 10 physical host and 60 virtual servers.
- Virtualized 30 physical servers into VMware ESXi 5.1, saving rented data center space.
- Assisted with VMware Farm Operating System (OS) upgrades from 5.0 to 5.1 & from 5.1 to 6.5 with VMware vCenter Server Appliance (VSCA).
- Session Initiation Protocol (SIP) implementation in Fort Smith and Little Rock offices
- Active directory domain name changes to remove illegal characters in Domain Name System (DNS) name
- Coordinated, managed, and participated in company and data center move to new office location over a 3-day period with 100% success.
- Maintains near 100% patched Windows server & desktop environment.
- Maintains a strong security posture to comply with HIPAA & health care requirements.

USA Truck Inc., Van Buren, AR

Server Administrator

Previous Titles: Network Administrator, PC Administrator, Supervisor of Networking, -Supervisor of Server Administrators

- Maintained 70 physical servers & 40 virtual servers in high-demand, fast-paced corporate environment which supported 500 600 PCs companywide.
- Experience in all aspects of IT ordering, servers, PCs, laptops, and peripherals
- Primary Microsoft Agreement (EA) Administrator for all licensing, downloads, and support request
- Backup SAN administrator for EMC CX3-40c
- VMware farm implementation of 8 physical host and 40 virtual servers without formal training
- VMware Farm OS upgrades from 3.0 to 3.5 and from 3.5 to 4.0
- OS deployment Windows XP to 600 PCs & Windows 7 to 150 PCs
- Maintained 4 scanner 5500s Kodak scanners which fully digitized all shipping records, and driver logs, average yearly scan of 10 million.
- Assisted with the data center rebuild.
- Project manager for IT department for building expansion project.
- Assisted with phone switch upgrade.
- Supervised team of five employees.

BBA Energy Service LLC, Fort Smith, AR

Network Administrator

- Worked with engineers and office staff in Arkansas, North Carolina, Mexico, and Spain to maintain WAN connectivity.
- Maintained and administrated 25 PCs and one server.
- Worked with management to implement new security policies and four Virtual Private
- Networks (VPNs) over the Wide Area Network (WAN) resulting in increased security.

United States Marine Corps (Rank E-4), Camp Pendleton, CA 199 Network Administrator/Assistant Systems Coordinator

- Worked with one other network administrator to maintain very intricate LAN / WAN environment (thicknet / thinnet environment).
- Maintained 1500 POP email accounts, 250 PCs, 3 file servers, 3 print servers, and 1 application server.
- Trained 300 or more United States Marines in basic computer use; numerous promoted since
- Maintained Department of Defense SECRET security clearance for 4 years.
- Supervised 30-35 employees.

1998 - 2000

2002 - 2003

PROFESSIONAL LICENSURE AND CERTIFICATIONS

- 2010 Certificate of Completion VMware vSphere: Install, Configure, & Manage [V4]
- 2010 Certificate of Achievement Microsoft Course Custom Server 2008R2 & Windows 7 Configuration & Development
- 2008 Certificate of Achievement Microsoft Course 5051 Monitoring & Troubleshooting Microsoft Exchange 2007
- 2008 Certificate of Achievement Microsoft Course 3938 Upgrading your Messaging Skills in Microsoft Exchange 2007
- 2005 Certificate of Proficiency Cisco Networking
- 2004 Certificate of Achievement Microsoft Course 2087 Implementing Microsoft Windows 2000/2003 Clustering SQL & Exchange Labs

Michelle Rupp, BS, BA Vice President Marketing, Communications and Strategic Development

EDUCATION

2010 Bachelor of Science, Geoscience Mississippi State University, Starkville, MS

1996 Bachelor of Arts, Communications; Emphasis in Telecommunications University of Central Arkansas, Conway, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, ARJanuary 2020 – presentVP Marketing, Communications and Strategic Development

- Refine AFMC's mission by developing short- and long-term strategic business goals.
- Select, direct, coach and evaluate business development and communications staff.
- Monitor and interpret trends that occur within the industry and in the health and public health marketplace.
- Identify target audience, current and new; assess competitors' accomplishments and industry standards; assess potential for new products or services via current organization strengths and potential for growth.
- Create business plans for potential subsidiaries and ventures.
- Support an organizational culture that values, promotes, stimulates and rewards innovation and growth in alignment with AFMC's core values.
- Create a portfolio of innovative projects to translate competitive strategies and manage risk across the entire organization.
- Identify partners within the organization and externally that can build capacity.
- Support and enhance AFMC's Strategic Plan that encompasses 1, 3 and 5-year goals for sustainable growth and diversification.
- Coordinate marketing and business development initiatives to enhance/strengthen AFMC's visibility and brand in Arkansas and beyond.
- Oversee and coordinate AFMC's procurement responses, grant applications and other competitive submissions for funding.
- Meet regularly with other executive management to stay informed, to offer direction and support for interdepartmental projects and to confer on organizational goals, objectives, and policies.

Arkansas Heart Hospital, Little Rock, AR

2017 - 2019

Director PR and Communications

- Responsible for national CBS earned media coverage in 2018.
- Positioned physicians and key hospital leadership as thought leaders with local and national media. Created innovative opportunities for messaging with launch of hospital podcast and blog.

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- Identified, created, and implemented crisis communications plan.
- Drafted, edited, and sent press releases. Researched and wrote articles for blog and the Annual Report.
- Oversaw internal and external communications. Served as hospital spokesperson and Public Information Officer in crisis situation.
- Led and facilitated media events for hospital 20th Anniversary and construction of second Arkansas Heart Hospital, Encore.

Business Development – Corporate Health

- Created new hospital department. •
- Executed weekly pitches with corporate decision makers on employee wellness and • available resources to lower insurance costs.
- Served as hospital spokesperson and member of Emergency Response Team.
- Responsible for all earned media, and drafted press releases. ٠

American Red Cross, Little Rock, AR

External Communications Manager

- Served as regional spokesperson. •
- Drafted all external content both for website and press releases. •
- Maintained American Red Cross GOA Blood Region social platforms.
- Conducted spokesperson training. Created and led media-sponsored events.

WCAV, Charlottesville, VA Main Evening News Anchor	2011 – 2014
KATV, Little Rock, AR News Reporter	2002 – 2011
KATV, Little Rock, AR News Producer	1999 – 2002

2016 - 2017

2015 - 2016

Nathan Ray, MBA Chief Business Officer

EDUCATION

- 2013 Master of Business Administration, Management and Business Ethics Harding University, Searcy, AR
- 2010 Bachelor of Science, Business Administration Arkansas State University, Jonesboro, AR
- 2008 Associate of Arts, Business Emphasis Arkansas State University-Beebe, AR

EXPERIENCE

Arkansas Foundation for Medical Care, Little Rock, AR

Chief Business Officer

- Analyzes corporate business services and technology infrastructure functions and aligns resources with the company's strategic plans.
- Selects and manages information processing, communication systems, and operations strategies.
- Reviews all information processing and storage equipment and software foracquisition, storage, and retrieval.
- Supports core business infrastructure needs.
- Supports corporate contact center programs.
- Manages utilization management programs.

Chief Technology Officer

- Provided executive leadership, design, and strategy with respect to all IT systems: traditional in-house systems and cloud-based solutions.
- Worked with internal teams to design and develop the Salesforce platform and architecture to track key business metrics.
- Managed the organization's use of data analytics in decision-making as well as contract performance deliverables.
- Developed and enhanced a communication system for the company, including network infrastructure and wide area connectivity.
- Worked closely with project managers to ensure optimum allocation and utilization of technology and analytic resources.
- Ensured AFMC's information technology (IT) operations adhered to local, state, and federal laws, including data confidentiality/security and Health Insurance Portability and Accountability Act of 1996 (HIPAA) compliance.
- Ensured the security of the business' IT assets.
- Established the IT, Health Information Exchange, and Analytic departments' operative goals and objectives.
- Met regularly with the Executive Team to offer direction and support for inter-departmental

2015 - 2019

2019 - present

projects and to confer on organizational goals, objectives, and policies.

HITArkansas REC Director

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- Responsible for the overall Regional Extension Center (REC) operational activities related to the assessment, planning, development, and Health IT implementation to support electronic health record utilization with more than 1,500 health care providers across the state of Arkansas.
- Served on the Office of the National Coordinator (ONC) Salesforce Community of Practice and Change Advisory Board (CAB).
- Ensured that all program activities address designated performance indicators, provided education means to the appropriate target audience, and were performed within the grant time frame, including: strategies, interventions, implementation, and evaluation plans in accordance with contract deliverables and goals.
- Worked with quality specialists, provider representatives, and internal/external customers to identify, develop, and implement strategic objectives to overcome any issues related to the implementation of health IT within provider offices.
- Developed long-term and short-term plans for REC operations, sustainability, disaster recovery, staffing and inventory. Facilitated mission goals across teams at organizational level and among external customers.
- Researched, evaluated, recommended, and implemented new health information technologies (HIT) based on the provider's needs and priorities, project feasibility, and financial constraints.
- Conducted evaluations of provider systems, systems policies, and systems support with planning and development of HIT requirements, compliance standards, data standards, and cross-agency interfaces.
- Tracked and analyzed departmental performance against stated objectives and goals. Ensured achievement of objectives within timelines and budget.
- Aggressively developed relationships and promoted mutually beneficial partnerships with local, state, and national entities, clients, key stakeholders, constituents, other healthcare organizations and the community at large. Developed partnerships and served as liaison with local, state, and national entities.
- Developed and coordinated more than \$300,000 sustainability service lines including: health IT optimization, privacy and security, and Meaningful Use compliance.
- Developed, launched, and supported practice transformation service line to support the Aledade Accountable Care Organization project.

HITArkansas Data Manager

- Served as Salesforce Customer Relationship Management (CRM) lead for REC program.
- Coordinated the development and interpretation of all data reportingrequirements. Developed standards of performance and monitored the data development and implementation process.
- Reviewed project performance and implemented changes as needed to improve services and workflows.

2010 - 2013

- Assured compliance with contract requirements.
- Created trend reports for local, state, and national stakeholders. Summarized report results for presentations and utilized for marketing purposes.
- Served as technical liaison for data management issues that affected the day-to-day
 operations of customers and contractors.
- Selected, directed, coached, and evaluated assigned program staff.
- Ensured the quality and accuracy of services to ensure performance goals were met within designated time frame.

Primary Care Physician (PCP) Profiling Specialist

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2008 – 2010

- Coordinated and produced primary care physician and emergency room profile reports.
- Improved readability, timely analysis, benchmarking, and trending of the data for research
- and quality improvement within the ConnectCare and ARKids First programs.
- Effectively delivered reports and clinical data to the AFMC Provider Relations team.
- Created and maintained databases to help manage various projects.
- Supported the Arkansas Medicaid Information Interchange (AMII) and managed user accounts using the Microsoft Management Console in Active Directory.
- Served on review team producing survey executive summaries for Arkansas Medicaid.

Arkansas Foundation for Medical Care (AFMC)

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Melanie Boyd	Director, Analytical Services	\$ 106,721.12	15%	\$ 16,008.17
Gina Redford	Manager, Analytical Services	\$ 86,412.72	30%	\$ 25,923.82
Kent Thompson	Supervisor, Program Evaluation	\$ 64,401.59	51%	\$ 32,844.81
Linda Newell	Supervisor, Survey Research	\$ 64,401.59	51%	\$ 32,844.81
Shalini Manjanatha	Statistician	\$ 57,306.95	66.67%	\$ 38,206.54
Melissa Magdefrau	Statistician	\$ 57,306.95	66.67%	\$ 38,206.54
Sydney Lewis	Statistician '	\$ 57,306.95	66.67%	\$ 38,206.54
Michael Christly	Manager, Information Technology	\$ 87,317.28	8%	\$ 6,985.38
Michelle Rupp	Vice President Marketing, Communications and Strategic Development	\$ 105,692.40	4%	\$ 4,227.70
Nathan Ray	Chief Business Officer	\$ 150,619.21	5%	\$ 7,530.96
Multiple	Independent Peer Reviewers	\$ 71,496.23	60%	\$ 42,897.74

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