

# ARKANSAS LEGISLATIVE COUNCIL

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**Room 315, State Capitol Building  
Little Rock, AR 72201**

**Marty Garrity**  
Executive Secretary

Tel: 501-682-1937  
Fax: 501-682-1936

February 22, 2016

Via Electronic Mail

Senator Alan Clark, Co-Chair  
Joint Performance Review Committee

Representative Kim Hammer, Co-Chair  
Joint Performance Review Committee

RE: ALC Referral of Contract

Dear Senator Clark and Representative Hammer:

The Legislative Council met on Friday, February 19, 2016 and passed a motion to refer to the Joint Performance Review (JPR) Committee, the contract between the Department of Finance and Administration, Division of Employee Benefits (EBD) and American Health Holding, Inc. for the committee to look into the process surrounding the RFP and other EBD contracts as part of the JPR Committee's total review on contracts and procurement procedures.

The summary of this contract is listed as item 4 on page 14 of the Review Subcommittee Report, which is attached for your information. Please contact me if I may be of assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Garrity".

Marty Garrity  
Executive Secretary

MG:vjf

Attachment

cc: Senator Bart Hester, Co-Chair, Review Subcommittee of the Legislative Council  
Representative Jeff Wardlaw, Review Subcommittee of the Legislative Council  
Kathy Schmidt, Committee Staff, Review Subcommittee of the Legislative Council  
Karen Holiday, Committee Staff, Joint Performance Review Committee

**SUMMARY SCHEDULE OF STATE AGENCY CONTRACTS  
FOR ARKANSAS LEGISLATIVE COUNCIL REVIEW  
AS REQUIRED BY ARKANSAS CODE 19-11-1006**

***Technical & General Services Contracts***

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**1. Agency:** Department of Finance and Administration      **Contractor:** American Health Holding, Inc.  
**Location:** New Albany      **State:** OH

**Total Authorized:**      **Org. Term:** 02/19/2016 12/31/2016      **Procurement:** SSJ  
**Total After Review:** \$5,949,226.00      **Funding:** Trust - 100%  
**Total Projected:** \$5,949,226.00      **Contract Number:** 4600036547

<u>Org/Amt:</u>	<u>Amount</u>	<u>Paid To Date</u>	<u>Objective:</u>	<u>New Exp Date</u>
Original:	5,949,226.00		AHH provides Disease & Condition Management, Care Coordination Management, Health Coaching, Maternity Management, Utilization Management, and Predictive Modeling for ARBenefits Health Plan.	



## STATE OF ARKANSAS TECHNICAL AND GENERAL SERVICES CONTRACT

CONTRACT #	4800036547	FEDERAL I.D. #	31-1368946
VENDOR #	100189441	MINORITY VENDOR	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

**1. PROCUREMENT:**

Check ONE appropriate box below for the method of procurement for this contract:

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Competitive Bid   | <input type="checkbox"/> Emergency     | <input type="checkbox"/> Intergovernmental  | <input type="checkbox"/> Request for Proposal       |
| <input type="checkbox"/> Cooperative Contract  | <input type="checkbox"/> Exempt by Law | <input type="checkbox"/> Invitation for Bid | <input type="checkbox"/> Request for Qualifications |
| <input checked="" type="checkbox"/> Sole Source by Justification <i>(Justification must be attached)</i> |  |   |   |
| <input type="checkbox"/> Sole Source by Law - Act # _____  | or Statute #: _____                    |   |   |

**2. TERM DATES:**

The term of this agreement shall begin on 2/19/2016 and shall end on 12/31/2016  
(mm/dd/yyyy) (mm/dd/yyyy)

**3. CONTRACTING PARTIES:**

State of Arkansas is hereinafter referred to as the agency and contractor is herein after referred to as the Vendor.

AGENCY NUMBER & NAME	0610	DFA EBD	<input type="checkbox"/> Service Bureau
VENDOR NAME	American Health Holding, Inc.		
VENDOR ADDRESS	7400 West Campus Road, F-510 New Albany, OH 43054		
TRACKING # 1		TRACKING # 2	

**4A. TOTAL PROJECTED CONTRACT COST:**

Total Projected Cost of entire project if all available extensions of this contract are completed (up to the date anticipated and stated in Section 12)	\$	5,949,226.00
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**4B. SERVICES AND COMMODITIES:**

For work to be accomplished under this agreement, the Vendor agrees to provide the services and commodities at the rates as listed herein. If additional space is required, a continuation sheet may be used as an attachment.

SERVICES	QUANTITY	COST PER ITEM	TOTAL COST
Disease or Condition Management			
Care Coordination & Management			
Health Coaching			
Maternity Management			
Utilization Management			
Predictive Modeling			
<b>TOTAL SERVICES</b>		<b>\$</b>	<b>5,949,226.00</b>

COMMODITIES	QUANTITY	COST PER ITEM	TOTAL COST
<b>TOTAL COMMODITIES</b>		<b>\$</b>	

Total cost of services and commodities \$ \_\_\_\_\_

**STATE OF ARKANSAS  
TECHNICAL AND GENERAL SERVICES CONTRACT**

Contract #: 4600036547

**5. SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract. You may use an attachment if needed.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Trust Funds	7006103 / 700610B premiums			\$ 5,949,226.00	100.00
				\$	
				\$	
				\$	
				\$	
<b>TOTALS</b>				\$	100%

\* MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

-- "State Funds" is defined as and deemed State General Revenue Dollars. If other state funds are being used such as tobacco funds, general improvement funds, etc., these should be noted. Special revenue funds from taxes or fees generated for the agencies should be shown as "Other" and the actual source of the funds should be clarified in the "Identify Source of Funds."

**6. OBJECTIVES AND SCOPE:**

State description of services, objectives and scope to be provided. (DO NOT USE "SEE ATTACHED")  
Disease Management- Diabetes ad fl other conditions; Predictive modeling; Maternity Management 24/7 Nurse4 Line;  
Case Management; Utilization Management

**7. PERFORMANCE STANDARDS AND COMPENSATION:**

List performance standards for the term of the contract. (if necessary, use attachments)  
See attached

**8. ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

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STATE OF ARKANSAS  
TECHNICAL AND GENERAL SERVICES CONTRACT

Contract #: 4600036547

9. CERTIFICATION OF VENDOR

A. "I, American Health Holding, Inc.  
(Vendor) \_\_\_\_\_ (Title) \_\_\_\_\_  
certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the Vendor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies) (If no contracts or subcontracts, please put "N/A" or "None")  
4600027625 Case Management Services

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency? (If no controversies, please put "N/A" or "None")  
None

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. CANCELLATION CLAUSE

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

12. TERMS:

All official documents and correspondence related to this solicitation are included as part of this contract.

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until 12/31/2016 (mm/dd/yyyy), in accordance with the terms stated in

**STATE OF ARKANSAS  
TECHNICAL AND GENERAL SERVICES CONTRACT**

Contract # : 4600036547

the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of the Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Contracts will require review by Legislative Council or Joint Budget Committee prior to the approval of the Department of Finance and Administration/Director of the Office of State Procurement and before the execution date if the total initial contract amount or the total projected amount is greater than or equal to \$100,000, including any amendments or possible extensions.

Any amendment which increases the dollar amount or involves major changes in the objectives and scope of the contract will require review by Legislative Council or Joint Budget Committee.

**13. AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

STATE OF ARKANSAS  
TECHNICAL AND GENERAL SERVICES CONTRACT

Contract #: 4800036547

14. AGENCY CONTACTS FOR QUESTION(S) REGARDING THIS CONTRACT:

Contact #1 – Agency Representative submitting/tracking this contract

Ellen Justus (Name) Benefits Analyst (Title)  
501-682-5510 (Telephone #) Ellen.Justus@dfa.arkansas.gov (Email)

Contact #2 – Agency Representative with knowledge of this project (for general questions and responses)

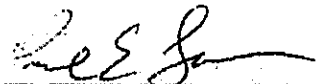
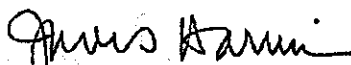
Lori Eden (Name) Deputy Director (Title)  
501-682-5142 (Telephone #) Lori.Eden@dfa.arkansas.gov (Email)

Contact #3 – Agency Representative Director or Critical Contact (for time sensitive questions and responses)

Janis Harrison (Name) Interim Director, EBD (Title)  
501-682-2211 (Telephone #) Janis.Harrison@dfa.arkansas.gov (Email)

15. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

16. SIGNATURES:

	<u>1/11/16</u>		<u>1/13/16</u>
<u>VENDOR</u>	<u>DATE</u>	<u>AGENCY DIRECTOR</u>	<u>DATE</u>
<u>President &amp; CEO</u>		<u>Interim Director, EBD</u>	
<u>TITLE</u>		<u>TITLE</u>	

7400 West Campus Road, New Albany, OH 43054  
ADDRESS

501 Woodlane #500, Little Rock AR 72201  
ADDRESS

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION

DATE

**Performance Standards for AHH- Case Management**

<u>Performance Standard</u>	<u>Guarantee</u>	<u>Penalty Per Contract Per Month</u>
<b>Account Management:</b> Listed below are examples of behavior that could elicit an Account Management penalty. These are examples of and should not be construed as limiting EBD to only the below items.		
(a) Transparency. (b) Percent of issues addressed to EBD's satisfactions within 24-hours of receipt. (c) Management requests for information (final response within 3 days). (d) Any failure to comply with all requirements specified in this RFP for the duration of the contracted term, in addition to any other EBD requested/mandated requirements implemented after the contract is in effect.	EBD's Discretion	\$0.40
<b>Implementation</b> (The state of Arkansas will work with the selected vendor to set appropriate dates for these activities) (a) Implementation Meetings (b) Toll-free number for members before go live date (c) Comply with mutually agreed upon deadlines, benchmarks and timelines dealing with the implementation of the Plan. * Implementation penalty will only be levied if vendor fails to meet the deadlines/timelines established during implementation period. This standard is not used after implementation period.	100%	\$2,500* (one-time fee)
<b>Case Management Guidelines</b> Follow Case Management Guidelines as outlined in the RFP		
(a) Utilizing Trigger List	99%	\$0.10
(b) Identify and educate members regarding alternative and/or supplemental treatment, funding sources, or community resources	99%	\$0.10
(c) Negotiate out-of-network services as necessary and appropriate	99%	\$0.10
<b>On-Site Visits</b> Visit members on site for initial evaluation within 48 hours of assignment when clinically prudent	98%	\$0.10
<b>Communication</b> All education, enrollment or general communication material must be reviewed and approved by the EBD Information Manager	100%	\$0.10
<b>Customer Service</b> (a) Toll-free access 277/365	100%	\$0.10
(b) Percent of Written Inquiries (Member) responded to within: 5 business days	98%	\$0.10
10 business days	100%	\$0.10
(c) Website available	100%	\$0.10
<b>Requests for Information (Member)</b> All requests for documentation must be met no later than 5 calendar days from the date of the request for information, unless an extension has been requested prior to the due date.	100%	\$0.20
<b>Reporting (Member)</b>		



Performance Standards for AHH- Case Management		
Performance Standard	Guarantee	Penalty Per Contract Per Month
(a) Progress Reports or closure report every 30 to 90 days as cases warrant or as required by EBD	98%	\$0.10
(b) Cost savings reports provided at case closure or upon request of EBD	100%	\$0.10
<b>Reporting (EBD)</b>		
(a) Provides Cost and Case Management Report Monthly	100%	\$0.10
(b) Provides Financial Reports Monthly	100%	\$0.10
(c) Provides Performance Reports Quarterly	100%	\$0.10
(d) Provides Case Management Plan Performance Report Annually	100%	\$0.10
(e) Must report number of times of on-site visits	100%	\$0.10
<b>File Processing</b>		
(a) Data Conversion	99%	\$0.10
(b) Daily files from vendors must be loaded within 24 hours of receipt	99%	\$0.10
<b>Accounting</b>		
(a) Required Reports and documentation provided monthly	100%	\$0.10
(b) Required Reports and documentation provided quarterly	100%	\$0.10
(c) Required Reports and documentation provided annually	100%	\$0.10
(d) Penalty Payment within 30 calendar days of invoice	100%	\$0.40
<b>HIPAA Compliance</b>		
(a) No advertent or inadvertent unlawful disclosure of Protected Health Information on ASE or PSE members	100%	\$0.15
(b) Use of EBD's Secure Task System	100%	\$0.10
(c) Use of Secure File Transfer Protocol	100%	\$0.10
<b>Audit</b>		
EBD, Legislative Audit and any company chosen by EBD will be allowed to audit 100% of member case files. Audit results will become public knowledge. Failure to meet this performance standard will also become public knowledge.	100%	\$0.15
PCPM = Per Contract Per Month		



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**EMPLOYEE BENEFITS DIVISION**

501 Woodlawn, Suite 500  
Little Rock, AR 72201-1011  
Post Office Box 15610  
Little Rock, AR 72231-5610  
Phone: (501) 682-9656  
Toll Free: (877) 815-1017  
<http://www.arkansas.gov/dfa/ebd>

November 24, 2015

Camber Thompson, Director  
Office of State Procurement  
1509 West 7<sup>th</sup> Street, Suite 300  
Little Rock, AR 72201

Re: Request for Approval of Sole Source by Justification for a contract with American Health Holding for Utilization Review and Disease Management Services

Dear Ms. Thompson:

I respectfully request approval for a sole source agreement between American Health Holding (AHH) and Employee Benefit Division (EBD) for Utilization Review and Disease Management Services. The current Sole Source contract expires December 31, 2015 and EBD would like to renew through December 31, 2016. This contract provides a multiplex of services for the State and Public School health plan.

AHH currently has two contracts with EBD – one for Case Management Services and one for Utilization Review/Disease Management. The Case Management will expire on December 31, 2016. The current Utilization Review Disease Management will expire December 31, 2015.

Due to the non-award of the RFP posted earlier this year and new procedures implemented, time is not sufficient for the RFP process. I am requesting this sole source approval. EBD has worked with the Office of State Procurement during the past several months to develop a RFP to rebid both contracts with all services bundled together into one single contract. Implementation of a new contract would not be possible under the current time constraints.

1. A. AHH provides utilization management which includes oversight for our Legislatively Mandated, Bariatric Pilot Program. It is critical that the collection of data for the evaluation of the Pilot not be compromised.  
B. Legislative oversight has mandated that EBD tightly control costs and AHH has been able to provide for Oncology pre-notification review as a new measure for cost containment of these necessary, but costly services. AHH provides cost containment measures through the 24/7 nurseline by providing recommendations to members when questioning whether to visit an Emergency Room or a physician's office for medical conditions. AHH has implemented Predictive Modeling identifying high-risk members via the claims system and out-reaches to members to offer coaching for disease states.  
C. AHH provides the needed disease management and case management services (though a separate contract, currently). These services provide oversight, cost containment, and member assistance for the benefits covered by the plan. The disease management provides an integral portion of the Bariatric Pilot requirements for surgery while the utilization review staff pre-authorize the members for surgery. AHH houses a valuable piece of the data which will be necessary to evaluate and report on the outcomes of this Pilot program.
2. EBD through the RFP process has determined that in future for more effective and efficient delivery of program management with adequate oversight, it is prudent to bundle certain necessary services into one RFP which addresses all the needs of the plan. AHH has won the bid for those services through two separate RFPs. The current Sole Source for Utilization Review, Disease Management, and Independent External Review expires December 31, 2015. The RFP for Case Management with Maternity Management and Case Management for the Bariatric Pilot Program was initiated 1/1/13. EBD requests this sole source for the period 1/1/16 through 12/31/16. The sole source will encompass all services currently and proposed. The services that are proposed are the following:

Utilization Management with pre-notification for outpatient Oncology Disease Management with or without incentives, predictive modeling, and 24/7 Nurseline.

Discussion with the Office of State Procurement (OSP), the complex, diverse nature of the services being provided, plus the overlap of contracts with AHH make this request for Sole Source Contract necessary.

3. The experience of EBD in procuring the needed services to support the Benefit structure has taught us that the services now provided by AHH through two RFPs and amended contracts must be bundled into one RFP.
4. All requirements for the multiplex of services currently offered will be bundled into a single RFP and will be posted out for bid with a January 1, 2017 effective date.
5. To my knowledge the services offered through this sole source request can be provided free of any patent protection, copyright security or proprietary rights, feature or function.
6. EBD would not be able to offer the supportive, oversight services which are required in order to contain costs and manage the benefits for the members of the plan. This would cause major disruption to the benefit structure, to the plan members, and costs would increase.
7. By extending OA-4600032197, EBD will be able to respond to legislative mandates as well as maintain and improve the cost containment and quality improvements necessary for the viability of the plan. The sole source extension will allow EBD to maintain a high level of service and creatively negotiate with our vendor through contract amendment to meet the members and plan needs.

I value the process of a public bid but at this uncertain time with the legislative overview, it is in the best interest of the state and the members of this plan to continue under this sole source agreement until December 31, 2016 with American Health Holding.

Sincerely,



Bob Alexander  
Executive Director

Prepared for the State of Arkansas June 26, 2014

	Current Program	Proposed Program
<b>Disease Management – Diabetes</b>	\$1.50 PEPM	\$1.50 PEPM
<b>Disease Management – Diabetes plus 8 other conditions</b>		
• Without incentives (without predictive modeling)		\$1.67 PEPM
• With incentives (without predictive modeling)		TBD PEPM
• Predictive modeling		\$0.20 PEPM
<b>Bariatric Program</b>	\$0.60 PEPM	\$0.60 PEPM
<b>Maternity Management</b>	\$0.50 PEPM	\$0.50 PEPM
<b>24/7 Nurse Line</b>	\$0.25 PEPM	\$0.25 PEPM
<b>24/7 Physician Consultations</b>		<ul style="list-style-type: none"> <li>• \$1.80 PEPM for annualized utilization up to 25%</li> <li>• \$1.85 PEPM for annualized utilization up to 35%; plus, if applicable:                             <ul style="list-style-type: none"> <li>o An additional \$0.05 PEPM for each 1% in annualized utilization above 35%</li> </ul> </li> </ul>
<b>Note:</b>		
• Fees will be reconciled on an annual basis based on annualized utilization.		
• Utilization is calculated based on total member consults divided by # employees.		
<b>Case Management</b>		
• Current program	\$0.89 PEPM	\$0.89 PEPM
• Current program plus Outpatient Oncology Case Management		\$0.89 PEPM for up to 500 cases, plus \$0.16 PEPM for every additional 50 cases
<b>Utilization Management</b>		
• Current program	\$0.85 PMPM	\$0.85 PMPM
• Utilization Management with pre-notification for outpatient oncology		\$0.97 PMPM
• Utilization Management with pre-certification for outpatient oncology		\$1.06 PMPM

American Health

The information contained in this document is confidential and is intended for the use of the patient. It is not to be distributed to other persons. The information is intended for the use of the patient and is not to be used for any other purpose. The information is not to be used for any other purpose. The information is not to be used for any other purpose.

## CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

Yes  No
 American Health Holding, Inc.

TAXPAYER ID NUMBER: 31-1389346 IS THIS FOR:

Goods?  Services?  Both?
 FIRST NAME: William

YOUR LAST NAME: WIRSH STATE: OH ZIP CODE: 43064 COUNTRY: USA

ADDRESS: 7416 West Campus Road, F-310 CITY: New Albany

**FOR INDIVIDUALS \***

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/committee, date entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Person's Name(s)	Relationship
	Current	Former		From MONTH	To MONTH			
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

### FOR AN ENTITY (BUSINESS) \*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (Senator, representative, name of board/committee, date entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MONTH	To MONTH				
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>							
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>							
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>							
State Employee	<input type="checkbox"/>	<input type="checkbox"/>							

None of the above applies

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:  

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

***I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.***

Signature

*William R. Wilson*

Title

*CEO*

Date *10/3/2015*

Vendor Contact Person Lori Cecil

Title Compliance Specialist

Phone No. 614-933-7643

*Agency use only*

Agency Number

Agency Name

Agency Contact Person

Contact Phone No.

Contract or Grant No.

**Submission Confirmation**

**Thank you for your submission. This submission is valid for one year.**

We have recorded your submission. Please [click here](#) to return to the home page.

**Print Disclosure Submission**

<b>Vendor:</b>	American Health Holding, Inc.
<b>Tax ID:</b>	8946
<b>Disclosure Statement:</b>	I certify that I DO NOT employ or contract with an illegal immigrant.
<b>Contact E-mail:</b>	plavin@ahhinc.com
<b>Submitted on:</b>	10-16-15
<b>Valid through:</b>	10-14-16



## **Equal Employment Opportunity and Affirmative Action**

Aetna is an Equal Opportunity/Affirmative Action (EEO/AAP) employer. It is Aetna's policy to make sure qualified employees and job applicants are treated fairly and have equal opportunities for all aspects of employment (e.g., recruiting, hiring, promotions, development opportunities, pay, and benefits), regardless of personal characteristics or status such as:

- race or ethnicity
- color
- sex
- pregnancy
- national origin
- citizenship
- ancestry
- religion
- age
- disability
- veteran status
- military status
- sexual orientation
- gender identity and/or expression
- marital or family status
- genetic information

In addition to providing equal opportunity, Aetna seeks to provide a workplace free harassment, discrimination or retaliation by any employee or third party.

As an EEO/AAP employer, Aetna:

- Takes affirmative action to build a workforce that reflects the diversity of qualified people who are available in the labor market
- Provides reasonable accommodations to applicants or employees with disabilities or for religious obligations
- Prohibits harassment such as insulting comments, name-calling and labels, and jokes based on the characteristics listed above
- Prohibits retaliation against anyone who reports discrimination or harassment or participates in an investigation

### **Employee Responsibilities**

While at work or engaged in company business, you are expected to fully support our EEO policy, which means:

- Treat co-workers, managers, customers, suppliers and vendors with respect
- Do not engage in or encourage harassment, discrimination, insulting comments, name-calling and labels, and jokes about people's personal characteristics
- Cooperate fully with any discrimination or harassment investigation
- Discuss questions or concerns about your treatment or a co-worker's behavior with your manager or a Human Resources representative

- Refrain from any kind of retaliation against any individual who has reported any improper conduct, or who has cooperated with an investigation.

### **Manager responsibilities**

As a manager, you have a special obligation to make sure everyone complies with our EEO and Affirmative Action policy and commitment to diversity. You must set a positive example by making sure you behave and treat others consistently with our company policy at all times. As a manager, you are expected to:

- Treat all employees equitably and without discrimination on the basis of personal characteristics or status
- Administer all company policies and programs fairly
- Support and engage in the company's Equal Opportunity/Affirmative Action Policy and Programs
- Consider Affirmative Action objectives when hiring, training, developing and promoting employees
- At least annually, discuss the company's EEO policy with your employees
- Work with Human Resources to make reasonable accommodations for employees with disabilities and/or religious obligations as required by law
- Monitor the workplace to make sure it is free from discrimination, harassment, insulting comments, name-calling and labels, and jokes about people's personal characteristics or status
- When appropriate, remind your employees of their responsibility for maintaining a work environment where everyone is treated with respect and differences are valued

### **Additional manager responsibilities**

- Immediately report discrimination complaints from any governmental agency to Law and Regulatory Affairs, Employment Law Unit
- Fully cooperate with and participate in investigations of complaints by Law and Regulatory Affairs and Human Resources
- Do not retaliate against, coerce, interfere with, intimidate, harass or discriminate against an employee who makes discrimination or harassment complaints or who participates in a discrimination or harassment investigation

### **Reporting concerns**

If you believe you are being treated differently based on the characteristics listed above, you should talk to your manager. Many issues can be resolved through discussions with your manager.

You are expected to report any incidents of harassment or retaliation. You are also expected to cooperate fully with any investigation, whether you report being harassed, have been accused of such behavior, or witnessed potential harassment behavior.

Use Web Chat or call the HR Contact Center for referral to the appropriate Human Resources area if you:

- Need clarification or information about our EEO or Affirmative Action policy
- Need suggestions for talking to your manager
- Are not comfortable talking to your manager
- Have already talked to your manager and your concern has not been resolved
- Have a disability that requires a reasonable accommodation

For more information about accommodations for religious obligations, please see Religious Accommodations.

### **Outside inquiries**

Inquiries or requests about Aetna's equal opportunity and affirmative action policies from outside third parties, such as customers or government entities (e.g., Dept. of Labor, Office of Federal Contractor Compliance Programs - OFCCP) should be referred to HR Compliance by email. These include requests for:

- Data requests from government entities, such as (Equal Opportunity) EO surveys, EEO-1 (Equal Employment Opportunity) forms, workforce data
- RPFs (Requests for Proposal)
- Letters from government entities notifying Aetna of compliance reviews (e.g., a planned review of Aetna's Affirmative Action Plan)