

Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000

Governor Mike Beebe

Paul K. Halverson, DrPH, FACHE, Director and State Health Officer

June 26, 2012

Senator Mary Anne Salmon, Chair
Representative Tommy Lee Baker, Chair
Arkansas Legislative Council

RE: Contract and Grant Disclosure and Certification Form for the Non-Discretionary Trauma EMS Sustaining Sub Grant Agreement with Crittenden EMS LLC

Dear Senator Salmon and Representative Baker:

The Arkansas Department of Health, Center for Health Protection, Trauma Section is planning to do a Non-Discretionary Trauma EMS Sustaining Sub Grant with Crittenden EMS LLC for \$22,647.00 as part of the Trauma System Act 393 of 2009. Hudson Hallum, Manager, who has 33 1/3% Ownership Interest in Crittenden EMS LLC has disclosed that he is a current General Assembly Member from July 2011 to December 2012. Therefore I am submitting a copy of the Contract and Grant Disclosure and Certification Form along with the Non Discretionary Trauma EMS Sustaining Sub Grant Agreement in accordance with the provisions of ACA §19-11-264, Act 567 of 2007.

Also attached is a copy of the email from Ray Pierce, Attorney, Office of State Procurement, verifying that this in accordance with ACA §19-11-264, Act 567 of 2007 that current members of the General Assembly are to be submitted to the Arkansas Legislative Council for legislative review before contract can proceed.

If we should receive a favorable review by the Arkansas Legislative Council, the Arkansas Department of Health will process the sub grant agreement with a beginning date that is after the approval date by the AR Legislative Council (ALC).

Respectfully,

Ann Purvis
Deputy Director for Administration
Arkansas Department of Health

cc: Center for Health Protection
Injury Prevention and Control Branch
Trauma Section
Contract Support Section

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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Crittenden EMS LLC

☐ Goods? ☒ Services?

☐ Both?

YOUR LAST NAME: Hallum

FIRST NAME: Hudson

M.I.:

ADDRESS: 205 South Second

CITY: West Memphis

STATE: AR

ZIP CODE:

72301--

COUNTRY: USA

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:

For Individuals *

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/ commission, data 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.)	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☒ None of the above applies

For a Vendor (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/commission, data 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?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	☒	☐	Representative	07/11	Current	Hudson Hallum	33 1/3	Manager
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☐ None of the above applies

2/2/12

RP 6-25-12

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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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

TAXPAYER ID NAME: Crittenden EMS LLC

☐ Goods? ☒ Services?

☐ Both?

YOUR LAST NAME: Hallum

FIRST NAME: Hudson

M.I.:

ADDRESS: 205 South Second

CITY: West Memphis

STATE: AR

ZIP CODE: 72301--

COUNTRY: USA

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:

For Individuals *

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/ commission, data 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.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	☐	☐					
Constitutional Officer	☐	☐					
State Board or Commission Member	☐	☐					
State Employee	☐	☐					

☒ None of the above applies

For a Vendor (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/commission, data 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?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	☒	☐	Representative	07/11	Current	Hudson Hallum	33 1/3	Manager
Constitutional Officer	☐	☐						
State Board or Commission Member	☐	☐						
State Employee	☐	☐						

☐ None of the above applies

2/2/2012

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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 [Signature] Title owner Date 6/15/2012

Vendor Contact Person Hudson Hallum Title owner Phone No. (901) 301-5650

Agency Use only

Agency Number 0645 Agency Name Arkansas Department of Health Agency Contact Person Sherry Gibson Contact Phone No. 501-661-2569 Contract or Grant No. _____

6/15/2012

Agreement #

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

This Agreement is entered into between the State of Arkansas, **Arkansas Department of Health, Health Protection, Injury Prevention & Control, Trauma**

hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient.

This Agreement will begin on **7/1/2012** and will end on **6/30/2013**.

In no event shall the initial term of the agreement extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

I. Recipient Information					
AASIS Vendor Number		100167555		Taxpayer/Employer Identification Number	
				25-1915451	
Name	Crittenden EMS LLC				
Address	205 South Second				
City	West Memphis			State	AR
				Zip Code	72301
Recipient Contact Name & Title	Hudson Hallum, Owner			e-mail address	crittcoems@yahoo.com
				Area Code + Phone	870-733-1166

II. Purpose and Scope			
Sub-Grant Type		Non-Discretionary	
Purpose of Sub-Grant			
Provide sustaining funding to allow interested Arkansas licensed ambulance services to continue pre-hospital trauma readiness within the trauma system.			
Total Funding amount of this sub-grant is \$ 22,647.00.			
Geographical Coverage Area: Indicate geographical coverage area as either statewide or by individual counties, alphabetically.			
Crittenden County			
ADH Contact Name	Joe Martin		Area Code + Phone
			501-671-1452
Sub-Grant Developer Name	Brian Nation		Area Code + Phone
			501-671-1449

All parties agree the following attachments contain the objective and scope and are hereby made a part of this sub-grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment #	Description
1	Purpose and Scope
2	Budget and Budget Narrative
3	Certification Regarding Lobbying & LLL Form (if LLL is applicable)
4	Business Associate Agreement
5	Recipient's Response to Solicited Proposal
6	Special Language
7	Act 393 of 2009
Other documentation to be included if applicable ☒ Contract and Grant Disclosure and Certification Form ☐ Illegal Immigrant Certification	

III. Checklist for Debarred Vendors – To be completed by Contract Support Section					
AR OSP & FEDERAL EPLS	☒ YES	☐ NO	Initials	<i>dlm</i>	Date of Verification
					6-4-12

dlm
06/22/2012

Agreement # _____

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

IV. Procurement Method, Funding Information, Agreement Liability, and Source of Funds

Procurement Method

Solicited Proposal

Funding Information	
Active Date: From	
Active Date: To	
AASIS Material #	
General Ledger	
Cost Center	
Internal Order #	
Fund	
Fund Center	
Commitment Item	
CFDA #	
Source of Funding	
% of Funding	
Payment Method	
Payment Schedule	
Proposed Amount	

Funding Source 1	
7/1/2012	
6/30/2013	
10090134	
5100001000	
610076	
AATR00XX	
BAA0300	
59TE	
510:00:04	
N/A	
State	
100	
Fixed Rate	
Annual	
\$ 22,647.00	

Funding Source - - - - -	
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Funding Information	
Active Date: From	
Active Date: To	
AASIS Material #	
General Ledger	
Cost Center	
Internal Order #	
Fund	
Fund Center	
Commitment Item	
CFDA #	
Source of Funding	
% of Funding	
Payment Method	
Payment Schedule	
Proposed Amount	

Funding Source - - - - -	
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Funding Source - - - - -	
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Agreement Liability - Grand Total \$ 22,647.00

Source of Funds: Complete the appropriate box or boxes below to total 100% of the funding in this agreement.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds
	100			

Fund Title Source 1	Trauma EMS Sustaining Grant
Fund Title Source - - - - -	
Fund Title Source - - - - -	
Fund Title Source - - - - -	
Fund Title Source - - - - -	
Fund Title Source - - - - -	

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06/22/2012

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

V. Cancellation

- A. The Department and the Recipient agree that either party may cancel this agreement unilaterally at any time by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas Department of Health must be sent to the ADH Director or the authorized representative designated herein.

VI. Program Compliance

- A. **State and Federal Laws:** Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section X.
- B. **Force Majeure:** Neither party will be held responsible for any delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **Compliance with Nondiscrimination Laws:** The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
- Title 45 Code of Federal Regulations:
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
 - Title 28 Code of Federal Regulations:
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations:
 - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)
- The Department will furnish a copy of these regulations to the Recipient upon request.
- D. **Certification Regarding Lobbying:** The Recipient will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.00.

This certification is included as **Attachment 3** to this sub-grant.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with **Attachment 3** to this sub-grant.

- E. **Certification Regarding Debarment and Suspension:** The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, 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:

Handwritten: 06/22/2012

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

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.
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.

(Reference Section III. Checklist for Debarred Vendors)

- F. Legislative Review:** Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.

All non-discretionary sub-grants are exempt from review.

Certain discretionary sub-grants are exempt from review. These include:

- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

VII. Program Operation

- A. Purpose and Scope:** The Recipient shall furnish a description of the purpose and scope of this sub-grant as specified in **Attachment 1**.
- B. Statistical and Financial Information:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. Subcontracting:** The Recipient shall be responsible for the performance of all obligations under this sub-grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. Information and Records

- A. Access to Records:** The Recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers or records of the Recipient which are related to any services performed under the sub-grant. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. Record Retention:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

Handwritten signature and date:
06/12/2012

**ARKANSAS DEPARTMENT OF HEALTH
SUB GRANT-AGREEMENT**

- C. Confidentiality of Client Records:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

IX. Fiscal Practices

- A. Claims:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- B. Non-Duplication of Payment:** Services provided or costs incurred under this sub-grant shall not be allocated to or included as a cost of any other State or Federally financed program.
- C. Billing:** Billing under this agreement will be in accordance with established Department procedures. Payment method will be as stated in Section IV of this agreement. Final invoices must be submitted to Arkansas Department of Health within thirty (30) calendar days of contract expiration. Failure to comply may result in non-payment.

Pursuant to Arkansas Code Annotated 19-4-1206, the agency shall certify that the services have been performed or the goods received prior to payment being authorized and processed.

- D. Limitation of the Department's Obligation To Pay:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- E. Payment From Department Considered Payment In Full:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.
- F. Audit Requirement:** For awards in excess of \$300,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines." Copies may be obtained from:

Arkansas Department of Health
Internal Audit Section
4815 West Markham Street, Slot 54
Little Rock, Arkansas 72205-3867

- G. Departmental Recovery Of Funds:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.

X. Amendment

Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

06/27/2012
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**ARKANSAS DEPARTMENT OF HEALTH
SUB-GRANT AGREEMENT****XI. Certification and Signature**

- A. Recipient Certification of Documentation:** The Recipient certifies that all documentation presented to obtain this sub-grant is true and complete. The Recipient agrees to notify the Department of any changes in this documentation except when the Department has given specific written permission to waive such notification.

B. SIGNATURES:

Signature of Sub-Grant Recipient Authorized Representative	
	<u>6/15/2012</u>
Signature of Recipient Authorized Representative	Date
<u>Hudson Hallum</u>	<u>Owner</u>
Printed Name of Recipient Authorized Representative	Title
In signing this document, I attest that I am authorized by the Board of Directors or other governing authority to sign this sub-grant on behalf of the Recipient. This sub-grant is effective on date specified on page 1, but no earlier than the date signed by the last signing party.	

Signature of ADH Agency Authorized Representative	
	<u>6-21-12</u>
Signature of ADH Agency Authorized Representative	Date
<u>Robert S. Bennett</u>	<u>CFO</u>
Printed Name of ADH Agency Authorized Representative	Title
In signing this document, I attest that I am exercising appropriate fiduciary authority in the commitment of available resources to achieve program agency objectives.	

Handwritten: 6/22/2012

Agreement #			
Attachment #	1		
Action	New	#	
Page 1 of 3			

Purpose & Scope of Work

Emergency Medical Service Providers Sub-grant

Each year, several thousand Arkansans are either incapacitated or killed from traumatic injuries. Costs to Arkansas are high in terms of years of potential life lost, inpatient and outpatient treatment costs, and short-term and long-term treatment expenses. Injury has been and remains the number one killer of Arkansans from ages one through 44. Trauma systems and designated trauma centers have proven to be vital elements to reduce injury-related hospitalizations, deaths, and associated costs per Act 393 of 2009.

Emergency Medical Services (EMS) is a necessary component of a statewide trauma system to ensure that a patient receives a quality continuum of care from site of incident to the medical facility. As the initial contact with emergency care, it brings life-saving equipment and personnel to the scene. Although Arkansas has taken great strides by having 80% of the permitted ambulance vehicles (ground and air) at the advanced life support level, there are still opportunities for improvement. The grant funds will provide sustaining grants for Arkansas licensed ambulance services to continue pre-hospital trauma readiness and to advance the level of pre-hospital care for all Arkansans.

To receive reimbursement funding, applicant must:

- Meet licensing requirements outlined in current "Arkansas Rules and Regulations for Emergency Medical Services".
- Utilize the Arkansas Trauma Communications Center (ATCC) through AWIN radio assigned Trauma Talk Groups and abide by all ATCC protocols. Air medical services without this capability may use other forms of communications. All major and moderate trauma patient transports must be coordinated through the ATCC.
- Each licensee shall report EMS data for every request that results in the dispatch of a vehicle. All submissions shall be made by the last day of the subsequent month following the dispatch date.
- Participate in the Trauma Regional Advisory Council (TRAC). At least 50% of the required (to be determined by the TRAC) regional meetings must be attended by the service's designee.
- Must participate in all performance improvement reviews that involve care provided by the service.
- Incorporate the Field Triage Decision Scheme: The Arkansas Trauma Triage Protocol into the ambulance service's protocol within three months of the grant start date.
- Maintain written backfill agreements and submit updates to the ADH Section of EMS immediately. If a new vendor, establish written backfill agreements and submit to ADH Section of EMS by March 31, 2013. (minimum of two written backfill agreements required, these may be submitted via mail or email).
- The ambulance service shall at the time of transfer of care leave a completed Encounter Form or a completed Short Form. If a Short Form is left with the Receiving Facility, the ambulance service shall submit a completed Encounter Form within twenty-four (24) hours from transfer of care.

Handwritten signature and date:
06/22/2012

Agreement #			
Attachment #		1	
Action	New	#	
Page 2 of 3			

The Short Form is available on the Arkansas Department of Health (ADH) Trauma Section website at www.healthy.arkansas.gov.

- Utilize Trauma Bands per the trauma band protocol as outlined in the trauma band newsletter that can be found at www.healthy.arkansas.gov and record the trauma band number on the patients' charts or equivalent records, and to the Trauma Registry.
- Submit all original invoices by June 15, 2013 to the ADH Trauma Section. Only invoices for routine, day-to-day expenses occurring between June 15 and June 30, 2013 will be accepted after June 15, 2013.

Conditions and Eligibility

- Fixed Wing Air Services are not eligible for trauma start-up or sustainment grants
- Advanced Response – Non-Transport Services are not eligible for trauma start-up or sustainment grants
- Stretcher services are not eligible for trauma start-up or sustainment grants
- For services with multiple licenses within a single county, only one license is eligible per county for state FY 2013 funding
- Services with an initial start date after July 1, 2012 are not eligible for FY 13 trauma start-up or sustainment grants
- Eligible services must have a current license upon award of funding
- Special Purpose licenses will only receive base grant – no population modifier
- To receive reimbursement:
 - Eligible expenses must be for improvement to trauma patient care or trauma system development
 - Must invoice for reimbursement of actual expenditures against the sustaining funds in the manner reflected in the approved budget
 - Must use approved trauma reimbursement invoice located at www.healthy.arkansas.gov
 - Must provide paid invoices or other methods of proof of expenditures to be submitted with the invoice for reimbursement
 - Travel reimbursement must meet Federal GSA per diem requirements (www.gsa.gov/perdiem)
- Ineligible expenses:
 - Items reimbursed through ADH trauma start up grant funds.
 - Items reimbursed through other funding sources (e.g. federal grant funds)

2/26/2012
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Agreement #			
Attachment #		1	
Action	New	#	
Page 3 of 3			

- Funds must be used for trauma enhancement and may not be used to replace normal expenditures.
- Work will be done within the constraints of the sub-grant with a proposed effective period of 7/1/2012 through 6/30/2013 (individual start dates will vary). The contract may be extended for six (6) additional one year periods, or any portion thereof, contingent upon approval by the program, the ADH, any required legislative reviews, and upon the appropriation of necessary funding.

Submit all required documentation to:

**Arkansas Department of Health
Trauma Section
4815 West Markham, Slot 4
Little Rock, AR 72205-3867**

Please note: All receipts and invoices related to this grant should be kept for a minimum of five years for future audit purposes

Geographical Coverage Area

Crittenden County

Handwritten signature and date: 06/22/2012

Agreement #	
Attachment #	2
Action	New #
Page 1 of 2	

Total Grant Budget Form

Vendor Name: Crittenden EMS LLC	
Vendor #: 100167555	
Total Sustaining Grant Amount: \$ 22,647.00	
Budget Categories	Amount
Salary	\$ 0.00
Justification: N/A	
Fringe	\$ 0.00
Justification: N/A	
Travel	\$ 0.00
Justification: N/A	
Operations	\$ 0.00
Justification: N/A	
Equipment/Supplies/Meeting Expenses (Item List below)	\$ 22,647.00
Justification: Purchase an ambulance	
Training	\$ 0.00
Justification: N/A	
Total Direct Cost	\$ 22,647.00
Total Budget	\$ 22,647.00

Equipment/Supplies Total	\$ 22,647.00
	Amount
Miscellaneous Equipment (all items under \$25,000.00)	\$
Supplies	\$
Itemized Equipment (Items over \$25,000.00)	
Purchase an ambulance (\$80,000.00)	\$22,647.00
	\$
	\$

2/2
 06/22/2012

Agreement #			
Attachment #	3	Action	New

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, SUB-GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal sub-grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, sub-grant, loan, or cooperative agreement.

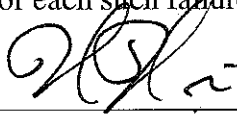
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, sub-grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," attached hereto, in accordance with its instructions. This disclosure form must be filed with the Arkansas Department of Health (ADH) at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or,
 - b. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or,
 - c. A change in the officer(s), employee(s), or member(s) contracted to influence or attempt to influence a covered federal action.

3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

Handwritten signature and date:
06/22/2012

Agreement #			
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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.



Signature of Authorized Recipient Representative

6/15/2012

Date

Crittenden EMS LLC

Name of Recipient Agency

Trauma EMS Sustaining Grant

Title of Grant Program

Title of Grant Program

Title of Grant Program

Title of Grant Program

Title of Grant Program

Title of Grant Program

Title of Grant Program

Title of Grant Program

06/22/2012

Agreement #		Action	New
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Page	1 of 2		

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application <u>N/A</u> b. initial award c. post-award		3. Report Type: <u>N/A</u> a. initial filing b. material change For material change only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: <u>N/A</u> Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>N/A</u> Congressional District, if known:		
6. Federal Department/Agency: <u>N/A</u>			7. Federal Program Name/Description: <u>N/A</u> CFDA Number, if applicable: _____		
8. Federal Action Number, if known: <u>N/A</u>			9. Award Amount, if known: \$ <u>N/A</u>		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>N/A</u>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <u>N/A</u>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>[Signature]</u> Print Name: <u>Hudson Hallum</u> Title: <u>Owner</u> Telephone No.: <u>(905) 301-8650</u> Date: <u>6/15/12</u>		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

9/26/2012
1/6

Agreement #			
Attachment #	3	Action	New
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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET
Approved by OMB

0348-0046

Reporting Entity Crittenden EMS, LLC

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06/22/2011

Agreement #			
Attachment #	4	Action	New

**ARKANSAS DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT
EXHIBIT 4**

1. Definitions

(a) **Business Associate.** Business Associate shall mean:

Business Associate Name (Contractor Name)	Crittenden EMS LLC
Business Associate Address	205 South Second West Memphis, AR 72301
Nature of Contract	Provide sustaining funding to allow interested Arkansas licensed ambulance services to continue pre-hospital trauma readiness within the trauma system.

- (b) **Covered Entity.** "Covered Entity" shall mean the Arkansas Department of Health (ADH).
- (c) **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (g) **Secretary.** "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services or his designee.

Handwritten:
06/22/2012
1/12

Agreement #			
Attachment #	4	Action	New

2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) To the extent allowable by law, the Business Associate agrees to indemnify and hold the Arkansas Department of Health and its employees harmless, for any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees it will not share, disseminate, send, copy, distribute, disclose or otherwise make available to any agent, subcontractor or third party Protected Health Information received from the Arkansas Department of Health without the express written consent of the Arkansas Department of Health.
- (e) Business Associate agrees to ensure that, pursuant to section 2.(d) of this agreement, any agent, subcontractor or third party to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of the Arkansas Department of Health agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (g) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware as well as any security incident of which it becomes aware.
- (h) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner acceptable to ADH, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner acceptable to ADH.
- (j) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner acceptable to ADH or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (k) Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner acceptable to ADH, information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (m) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to 45 CFR Part 164.

Handwritten: 06/22/2012
16

Agreement #			
Attachment #	4	Action	New

3. Permitted Uses and Disclosures by Business Associate General Use and Disclosure Provision

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes set forth in the Covered Entity's applicable policies, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity as set out in the ADH Notice of Privacy Practices incorporated herein by reference.

4. Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B)
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j) (1).

5. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information 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 Protected Health Information. Permissible Requests by Covered Entity.

6. Permissible Requests by Covered Entity

- (a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of 7/1/2012 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the contract Agreement between the Business Associate and ADH, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

29
06/22/2012

Agreement #			
Attachment #	4	Action	New

(2) Immediately terminate this Agreement and the contract between the ADH and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notice to the Director of the ADH that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

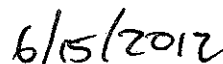
(c) Survival. The respective rights and obligations of Business Associate under "Effect of Termination" of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

9. Signatures



Signature of Business Associate Authorized Representative



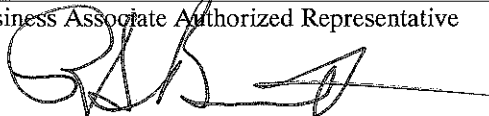
Date

Hudson Hallum

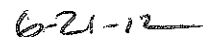
Printed Name of Business Associate Authorized Representative

Owner

Title



Signature ADH Program Authorized Representative



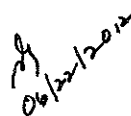
Date

Robert S. Bennett

Printed Name of ADH Program Authorized Representative

CFO

Title



Agreement #	
Attachment #	5
Action	New
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Required Information Form

Please complete the information requested below. This information will be used to develop the grant packet and as the agencies solicited proposal. Please be sure to enter the information as it shows on the State's AASIS Vendor Information. If you need assistance completing this form, please contact the ADH/Trauma Section at (501) 683-0707.

Vendor Information:

Vendor Name: Crittenden EMS LLC

Vendor Number: 100167555 Vendor Tax ID Number: 25-1915451

Vendor Physical Address: 205 South Second St

Vendor City: West Memphis State: AR Zip Code + 4: 72301

Vendor P.O. Box:

Vendor P.O. Box City: State: AR Zip Code + 4:

Vendor Fiscal Year: January (Month) to December (Month)

Vendor is a: For Profit

Contact Information:

Applicants should indicate the contact person who will sign the grant documentation when it is sent to the agency:

Name: Hudson Hallum Title: Owner Phone Number: 870-733-1166

E-Mail Address: crittcoems@yahoo.com

Handwritten signature and date:
06/22/2012

Agreement #			
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Page 1 of 1			

Special Language

The Trauma EMS Sustaining Grant is provided to Arkansas licensed ambulance services to continue pre-hospital trauma readiness. To receive funding applicants must meet licensing requirements outlined in current Arkansas Rules and Regulations for Emergency Medical Services.

This grant award includes a budget submitted by the ambulance service outlining anticipated expenditures of the total grant award necessary to assist in achieving the Purpose & Scope of Work included in this grant packet. At the end of the grant period, a report outlining the expenditures of the grant funds shall be submitted to the Arkansas Department of Health. Please find the Grant Closeout Form on our website at www.healthy.arkansas.gov. Subsequent grant funding is contingent upon satisfactory progress towards accomplishing the Purpose & Scope of Work included in this grant packet.

Funding for the Trauma EMS Sustaining Grant will be provided to recipients as funds are available. Distribution of award is dependent on availability of funds.

9
06/22/2012
1/20

Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly.

Act 393 of the Regular Session

1 State of Arkansas
2 87th General Assembly
3 Regular Session, 2009
4

As Engrossed: S2/25/09

A Bill

SENATE BILL 315

5 By: Senator Steele
6 By: Representatives Shelby, Allen, Blount, Carroll, Cash, Cheatham, Cole, J. Edwards, Flowers, R.
7 Green, House, D. Hutchinson, Hyde, Ingram, Kerr, W. Lewellen, Lowery, McCrary, Patterson, Pennartz,
8 Perry, Reep, J. Roebuck, Saunders, G. Smith, L. Smith, Tyler, Wagner, Webb, Williams
9

10

11

For An Act To Be Entitled

12

AN ACT TO AMEND THE TRAUMA SYSTEM ACT, § 20-13-

13

801 ET SEQ.; AND FOR OTHER PURPOSES.

14

15

Subtitle

16

TO AMEND THE TRAUMA SYSTEM ACT.

17

18

19 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

20

21 SECTION 1. Arkansas Code Title 20, Chapter 13, Subchapter 8 is amended
22 to read as follows:

23

20-13-801. Title.

24

25 This subchapter ~~shall be~~ is known and may be cited as the "Trauma
System Act".

26

27

20-13-802. Legislative findings.

28

The General Assembly finds that:

29

30 (1) Trauma Traumatic injury is recognized as the leading killer
of persons one (1) year to forty-four (44) years of age and is a serious yet
31 preventable ~~disease.~~ condition;

32

33 (2) Deaths due to trauma in the United States for 2005 were
nearly one hundred thirty-nine thousand (139,000), and children nineteen (19)
34 years of age or younger accounted for nearly twelve percent (12%) of the
35 deaths;



28
06/25/2012
i/l

Sherry Gibson

From: Ray Pierce <Ray.Pierce@dfa.arkansas.gov>
Sent: Tuesday, June 26, 2012 10:32 AM
To: Sherry Gibson
Subject: RE: Positive Hit of a Current General Assembly Member

Yes.

Ray S. Pierce
Attorney, Office of State Procurement
Department of Finance & Administration
1509 W. 7th St., 3d Floor
Little Rock, AR 72203
(501) 324-9317
(501) 324-9311 (facsimile)
(501) 551-2538 (mobile)

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Please note: This e-mail transmission and any responses to it may be subject to disclosure under the Arkansas Freedom of Information Act, Ark. Code Ann. § 25-19-101 et seq.

-----Original Message-----

From: Sherry Gibson [<mailto:Sherry.Gibson@arkansas.gov>]
Sent: Tuesday, June 26, 2012 10:30 AM
To: Ray Pierce
Cc: Robin Rogers; Timothy W Smith; Bob Broughton; Joe Martin; Brian Nation; Melissa Foust; Ron Stark; Rhonda Smith (ADH)
Subject: Positive Hit of a Current General Assembly Member
Importance: High

Do I still need to get the Arkansas Legislative Council approval due to a current assembly member is part owner of the business (19-11-264 (Act 567 of 2007)?

Sherry L. Gibson
Arkansas Department of Health
Contract Support Section, Slot 58
4815 West Markham Street, Room L-156
Little Rock, AR 72205-3867
Phone Number: 501-661-2569
Fax Number: 501-280-4474
Email Address: sherry.gibson@arkansas.gov

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not waived any applicable privilege by sending the accompanying transmission. If you have received this transmission in error, please notify the sender by return email and delete the message and attachments(s) from your system.

-----Original Message-----

From: OSP.Scanner@dfa.arkansas.gov [<mailto:OSP.Scanner@dfa.arkansas.gov>]

Sent: Tuesday, June 26, 2012 10:20 AM

To: ray.pierce@dfa.arkansas.gov; Sherry Gibson

Subject:

CS 4550ci

[00:c0:ee:86:d9:76]
