

## **E.10 REGION SPECIFIC SERVICES**

**E.10.A. Submit a narrative that describes how you propose to perform the RFQ required services in your desired Region.**

- a. Describe your specific community collaborations in each county within this Region. Include copies of Memorandum of Understandings, and any other formal or informal agreements, or letters of support from community partners in your Region to demonstrate solid community partnerships and collaborations. For example, without limitation, these may include emergency departments, jails, Division of Children and Family Services, local law enforcement, local PCPs, Division of County Operations, local schools, shelters, and Crisis Stabilization Units.**
- Through collaborative initiatives between Quapaw House's treatment and DASEP teams with the Garland County District Court, we have become integral parts of the formation and ongoing development of a DWI offender specific court and task force in the county. QHI has worked with various community groups to provide training to organizations, build broad based community wide media campaigns, and sustain efforts to prevent and treat behavioral health disorders throughout the county. Over the years, Quapaw House has collaborated with local school districts in the counties we serve to provide resources and a point of referral to the school districts' students, staff and administration. A major partnership has been with the Garland County Sherriff's Department, the Hot Springs Police Department and the Hot Springs Village Police Department that resulted in permanent prescription drug disposal stations in each of those departments' lobbies within the last several years. Quapaw House, Inc. has had prevention funding from the Drug Free Communities program through the Substance Abuse and Mental Health Services Administration (SAMHSA) in previous funding years that has provided for a great deal of exposure to the development and implementation of mass media campaigns. Those funds and campaigns have resulted in ongoing relationships with regional media outlets. Those campaigns included billboards, television spots, radio and print advertising as well as social media outreach. QHI has also developed relationships with community housing authorities in the areas where treatment is provided through acquisition of failing programs as well as HUD and Section 8 property management activities throughout the state. Quapaw House also takes an active role in both local and state policy initiatives to ensure the betterment of the lives of our clients and the community. In the past, QHI led a local initiative to designate and implement a city ordinance in Hot Springs mandating all city parks to become tobacco free zones. Finally, Quapaw House and its CEO, Casey Bright, have be integral in the formation and implementation of the PASSE system in the state of Arkansas. Mr. Bright is well versed in the legislation, requirements, implementation process and intended impact for clients. His participation in that process has developed statewide relationships for the organization that have been crucial to the growth and sustainability of the organization.
  - Please see the attached Memorandums of Understanding, Referral Agreements, and letters of support from community partners throughout the state of Arkansas.
- b. Describe any unique challenges you see within this Region and how you will address them and explain why you are particularly well suited to provide services in the Region.**
- QHI recognizes that the implementation of a new program of this caliber is likely to present unforeseen challenges. However, our dedicated staff of professionals and a strong corporate administrative team are capable of rising to said challenges. QHI has a 30 years history of professional service in multiple communities in our state and is accustomed to change and statewide expansion. This ensures that any such challenges will be met with professional and a plan to overcome.



STATE OF ARKANSAS

**33<sup>rd</sup> District Court**  
**Malvern Division**

*Malvern City Hall*  
*305 Locust- Room 201*  
*Malvern, AR 72104*  
*PHONE (501)332-7604*  
*FAX (501)332-3144*

EMILY WHITE  
*DISTRICT JUDGE*

AMBER DAVIS  
*COURT ADMINISTRATOR*

ASHLEY REYNOLDS  
*DISTRICT COURT CLERK*

LINDA TAYLOR  
*DEPUTY COURT CLERK*

KRISTIN WILLET  
*DEPUTY COURT CLERK*

LAURA LINDSEY  
*SMALL CLAIMS & CIVIL CLERK*  
*PHONE (501)332-7606*

March 13, 2019

To Whom It May Concern,

As District Judge for Hot Spring County, I am pleased to submit a letter of recommendation on behalf of Quapaw House, Inc. Quapaw House provides quality behavioral health treatment services to the communities and clients they serve. For more than 30 years, Quapaw House has maintained a commitment to ongoing improvements and enhancements in service delivery to meet the needs of their clients. Quapaw House, Inc. is a vital component of behavioral health treatment in local communities and across the State of Arkansas as they are committed to providing patient-centered services through experienced, well-qualified administrative and clinical staff.

I am fully committed to the continued success of Quapaw House, Inc. and very pleased to work in collaboration with the organization to raise awareness among my peers in the judiciary regarding the importance of behavioral health treatment in the justice system. Thus, I confidently write in support of their receipt and continued administration of state contracted programs for assisting Arkansans most in need.

Sincerely,

A handwritten signature in blue ink that reads "Emily White".

Judge Emily White

District Judge



*Aduston Spivey*  
PHARMACIST

*...the little pharmacy with a big heart!*

To Whom It May Concern:

Hot Springs Pharmacy has been interacting with Quapaw House, Inc. and its clients since our opening in August of 2011 and we continue to be greatly impressed with the quality of care provided by Quapaw House, Inc. As CEO of Hot Springs Pharmacy I'm in constant contact with them and their clients and know firsthand of the benefit to their clients. I see the care and compassion they give people and the constant effort to increase the services they offer to our community.

Both locally and throughout the State of Arkansas we are blessed to have Quapaw House, Inc. serving as an integral part of our Behavioral Health Treatment system. The experienced, highly qualified personnel in the administrative and clinical staff at Quapaw House, Inc. are committed to providing a full continuum of services. They are committed to and focused on providing patient centered services to children, adolescents and adults throughout Arkansas.

Hot Springs Pharmacy believes in and fully supports the mission and continued success of Quapaw House, Inc. Thusly, it is with great pleasure that I heartily give my support for them and their ongoing service to the needs of those requiring comprehensive behavioral health services.

Sincerely,

Aduston Spivey

03/13/19

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 **Ouachita Valley Family Clinic**  
A BAPTIST HEALTH AFFILIATE

353 Cash Road, 71701  
PO Box 757, 71711  
Camden, AR  
870 836-8101  
870 837-2329 (Fax)

February 26, 2019

*Family Practice*  
Lawrence F. Braden, M.D.  
Mark R. Crump, M.D.  
William D. Dedman, M.D.  
Amy S. DeLuca, M.D.  
Eris Braden Goss, M.D.  
Johnathan W. Lewis, M.D.  
David H. Mosley, M.D.  
Jera Smith, M.D.

*Internal Medicine*  
Joseph A. DeLuca, M.D.

Kim L. McCord, P.A.-C.  
Melanie McGuire, A.P.R.N.  
Nicole Critton, F.N.P.-C.

*Members, Arkansas Health Group*

To Whom It May Concern:

Ouachita Valley Family Clinic recommends QuaPaw Behavioral Health Services for outpatient counseling. Here are just a few benefits that we have found with their services:

- 1) Accommodating of scheduled intakes for high risk patients.
- 2) Easily accessible.
- 3) Good communication with providers.
- 4) Quickly processes referrals in a timely manner.
- 5) Friendly staff.
- 6) Benefits of having therapists who are certified in various areas to meet complex needs of patients within the area.

We feel that this service benefits our patients at Ouachita Valley Family Clinic. We are pleased to recommend QuaPaw Behavioral Health Services.

Sincerely,



Kimberly Sandiffer  
Clinic Manager

## Magnolia Office of Special Education

1400 High School Drive Annex  
Magnolia, Arkansas 71753

Sonya Corbell  
Director of Special Education

Work (870) 234-7651 Fax (870) 234-0419  
E-Mail: [Sonya.Corbell@magnoliaschools.net](mailto:Sonya.Corbell@magnoliaschools.net)

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2/28/2019

To Whom it May Concern;

Quapaw House and the Magnolia School District have worked closely as "linked" agencies to provide appropriate mental health services for the students of the Magnolia School District. Quapaw House has access to our facilities and dedicated space to provide services for their clients. The district has been pleased with the level of professionalism of all the Quapaw employees demonstrate and would like to continue to build the school based model as well as offer our students and families additional services.

Mental health is an extremely important component of student success and the district feels Quapaw House is meeting our student's needs.

If there is additional information, I can provide, please feel free to contact me.

Sincerely,



Sonya Corbell

## Kandi Keith

Special Education Supervisor  
Hamburg and Cleveland County Schools  
202 E. Parker Hamburg, AR 71646  
Phone#: 870 853-2864 Fax#: 870 853-8264  
Cell# 870 853-6336  
Email: [kkeith@hscdliahs.org](mailto:kkeith@hscdliahs.org)

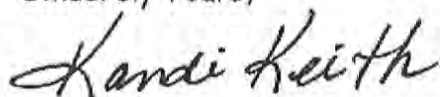
March 5, 2019

Coleman Matthews  
Chief Clinical Officer  
Quapaw House Inc.

Dear Mr. Matthews,

I would like to give our support for the services that Quapaw House is providing our school district. Hamburg Public Schools depends on the services that Quapaw is providing to our students that have mental health issues. It is important to our district that we meet all needs of our students, not just the academic needs, but the emotional, physical and psychological needs. We are considered a small district and are unable to provide our own mental health services. We have to contract our services and we feel that Quapaw is the agency that works best with us. The staff is professional, efficient, and knowledgeable and we consider them family. It is imperative that confidentiality is maintained and Quapaw has done an excellent job. In a small town, that is sometimes a hard task to maintain. We couldn't ask for a better partner to provide mental health services to our students. We have every intention of continuing working with Quapaw if at all possible. Our parents have voiced their desire to continue working with Quapaw as well. I look forward to many more years working side by side with the great therapists and staff of Quapaw House Inc.

Sincerely Yours,



Kandi Keith



## Arkansas Community Correction

Two Union National Plaza Building  
105 West Capitol, 3rd Floor  
Little Rock, AR 72201-5731  
501-682-9510 (office) 501-682-9513 (fax)

March 12, 2019

To Whom It May Concern:

I cherish the opportunity to speak on behalf of Arkansas Community Correction in making a recommendation for Quapaw House, Inc. Thus far, they have provided essential and effectual behavioral health treatment services to our mutual clientele, and we have every reason to believe they will continue to do so. Throughout our close partnership, Arkansas Community Correction has witnessed, time and time again, the remarkable difference made by Quapaw House, Inc. in the lives of those in need.

Statewide and within our community, Quapaw House Inc. plays an integral role in the comprehensive treatment of behavioral health concerns. It appears the entirety of staff possesses the experience, knowledge, commitment, and compassion necessary to provide an extensive array of services to a diverse and troubled population.

Arkansas Community Correction is ever in favor of the continued endeavors of Quapaw House, Inc. within our communities. Without hesitation, I readily announce my commendation for the organization, as well as its benevolent motives to ensure those in need receive extensive, quality behavioral health treatment services.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chloe Gordon', is written over the typed name.

**Chloe Gordon**

Substance Abuse Program Leader  
Arkansas Community Correction  
Area 6 - Pope County/Russellville  
1509 East Main Street, Suite 5  
Russellville, Arkansas 72801  
Office: 479-968-5124  
Fax: 479-890-6854

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# Baptist Health

MEDICAL CENTER  
Hot Spring County

## Behavioral Services

1001 Schneider Drive  
Malvern, AR 72104  
501 332-7360  
501 332-1067

3.13.19

To Whom it May Concern,

As a Licensed Professional Counselor for Baptist Health Medical Center - Hot Spring County, I am pleased to have the opportunity to write a letter of recommendation for Quapaw House, Inc. I wholeheartedly believe they will continue to provide much needed, quality services for our community. I have had the opportunity to work closely with Quapaw House in facilitating treatment for people with addiction as well as mental health issues. I have been consistently impressed with the quality of care Quapaw provides and their persistent focus on achieving the best outcomes for people I refer. They are top-notch professionals at Quapaw and I am grateful for their exemplary service.

Baptist Health Medical Center - Hot Spring County is fully committed to a sustained working partnership with Quapaw House. I confidently submit my support for the organization and its mission of providing comprehensive treatment for mental illness and addiction.

Respectfully,

**Dustin Morrow, LPC, ADC**

Mental Health and Addiction Therapist





CRISTI R. BEAUMONT  
CIRCUIT JUDGE

## STATE OF ARKANSAS

CIRCUIT COURT  
FOURTH JUDICIAL DISTRICT  
FOURTH DIVISION  
P.O. BOX 4703  
FAYETTEVILLE, AR 72702-4703  
TEL. (479) 973-8420  
FAX. (479) 973-8426  
EMAIL: cbeaumont@co.washington.ar.us

KASEY K. HASSELL  
Trial Court Administrator

CINDY S. DICKEY  
Drug Court Administrator

VICKIE S. HASSELL  
Certified Court Reporter

TIM E. MCLAUGHLIN  
Case Manager

CORPORAL ERIC G. SIZEMORE  
Court Liaison

DEPUTY WILLIAM C. REYNOLDS  
Court Officer

March 13, 2019

To Whom It May Concern:

As a representative of Washington County Drug Court, I am pleased to have the opportunity to write a letter of recommendation for Quapaw House, Inc., as I believe they would continue to provide quality behavioral health treatment services for our community. As a community partner, we have been impressed with the quality of care Quapaw House, Inc. provides to their clients, their commitment to quality care as well as the continual efforts taken to expand and enhance their services to meet the needs of their clients and community.

Quapaw House, Inc. is an essential component of Behavioral Health Treatment across the State of Arkansas as well as locally. The administrative and clinical staff of Quapaw House, Inc. are experienced, well qualified, and committed to providing patient-centered services to adults, children and adolescents throughout the state through a full continuum of services.

Washington County Drug Court is fully committed to the sustained success of Quapaw House, Inc. throughout the community; thus, I confidently submit my support for the organization and its mission of providing comprehensive behavioral health treatment services to those in need.

Sincerely,

A handwritten signature in cursive script, appearing to read "C.R. Beaumont".

Cristi R. Beaumont, Circuit Judge



740 Spirit 40 Park Drive  
Chesterfield, Missouri 63005  
636.489.5138

March 13, 2019

To Whom It May Concern:

As a representative of TriTanium Solutions, LLC, I am pleased to have the opportunity to write a letter of recommendation for Quapaw House, Inc., as I believe they would continue to provide quality behavioral health treatment services for our community. As a community partner, we have been impressed with the quality of care Quapaw House, Inc. provides to their clients, their commitment to quality care as well as the continual efforts taken to expand and enhance their services to meet the needs of their clients and community.

Quapaw House, Inc. is an essential component of Behavioral Health Treatment across the state of Arkansas as well as locally. The administrative and clinical staff of Quapaw House, Inc. are experienced, well qualified, and committed to providing patient-centered services to adults, children and adolescents throughout the state through a full continuum of services.

TriTanium Solutions, LLC is fully committed to the sustained success of Quapaw House, Inc. throughout the community; thus, I confidently submit my support for the organization and its mission of providing comprehensive behavioral health treatment services to those in need.

Sincerely,

*Robin L. Thrower*

Robin Thrower  
Care Coordinator  
Medical Withdrawal Management



March 13, 2019

To Whom It May Concern:

As a representative of Leo N. Levi Memorial Hospital, I am pleased to have the opportunity to write a letter of recommendation for Quapaw House, Inc., as I believe they would continue to provide quality behavioral health treatment services for our community. As a community partner, we have been impressed with the quality of care Quapaw House, Inc. provides to their clients, their commitment, to quality care as well as the continual efforts taken to expand and enhance their services to meet the needs of their clients and community. We work with them weekly to meet the needs of our patients here at Levi hospital for success at time of discharge.

Quapaw House, Inc. is an essential component of Behavioral Health Treatment across the State of Arkansas as well as locally. The administrative and clinical staff of Quapaw House, Inc. are very professional, experienced, well qualified, and committed to providing patient-centered services to adults, children, adolescents throughout the state through a full continuum of services.

Leo N. Levi Memorial Hospital is fully committed to the sustained success of Quapaw House, Inc. throughout the community; thus, I confidently submit my support for the organization and its mission of providing comprehensive behavioral health treatment services to those in need.

Sincerely,

Lori Dawson,  
Case Manager Coordinator  
Leo N. Levi Hospital  
300 Prospect Ave.  
Hot Springs, AR 71901  
501-622-3588  
ldawson@levihospital.com

300 Prospect Avenue  
Hot Springs National Park, AR 71901-4097  
(501) 624-1281 • Fax: (501) 622-3500 • Website: www.levihospital.com

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STATE OF ARKANSAS

## Garland County District Court

GARLAND COUNTY COURTS BUILDING  
607 OUACHITA, ROOM 150  
HOT SPRINGS, ARKANSAS 71901

**JOSEPH P. GRAHAM**  
DISTRICT COURT JUDGE, DIVISION I

**RALPH C. OHM**  
DISTRICT COURT JUDGE, DIVISION II

**MARK ALLEN**  
COURT ADMINISTRATOR

**VICKIE ASHER**  
DISTRICT COURT CLERK

PHONE (501) 321-6765  
FAX (501) 321-6764

March 13, 2019


To Whom It May Concern:

As Trial Court Administrator for Garland County District Court, I am pleased to submit a letter of recommendation for Quapaw House, Inc. Quapaw House has provided superior quality services for individuals in need of behavioral health treatment in Garland County for more than 30 years. As a trusted community partner, I have been very impressed with their commitment to the community and the clients they serve. Quapaw is continually working to enhance and expand their services to meet all needs of the individuals they serve.

Quapaw House, Inc. is a vital component in behavioral health treatment not only in Garland and surrounding counties but across the entire State of Arkansas. Their administrative and clinical staff members are highly qualified and experienced professionals, who are ultimately dedicated to providing a full continuum of patient-centered services to both adults and children.

Garland County District Court is fully committed to the sustained success of Quapaw House, Inc. I confidently extend my support for the organization and its mission to providing comprehensive behavioral health treatment services to Garland County and the State of Arkansas.

Sincerely,

  
Mark Allen

Trial Court Administrator,  
Garland County District Court



*STATE OF ARKANSAS*  
**Garland County District Court**

GARLAND COUNTY COURTS BUILDING  
607 OUACHITA, ROOM 150  
HOT SPRINGS, ARKANSAS 71901

**JOSEPH P. GRAHAM**  
*DISTRICT COURT JUDGE, DIVISION I*

**RALPH C. OHM**  
*DISTRICT COURT JUDGE, DIVISION II*

**MARK ALLEN**  
*COURT ADMINISTRATOR*

**VICKIE ASHER**  
*DISTRICT COURT CLERK*

*PHONE (501) 321-6765*  
*FAX (501) 321-6764*

March 13, 2019

To Whom It May Concern,

As District Judge of Garland County, I am pleased to submit a letter of recommendation on behalf of Quapaw House, Inc. Quapaw House provides quality behavioral health treatment services to the communities and clients they serve. For more than 30 years, Quapaw House has maintained a commitment to ongoing improvements and enhancements in service delivery to meet the needs of their clients. Quapaw House, Inc. is a vital component of behavioral health treatment in local communities and across the State of Arkansas as they are committed to providing patient-centered services through experienced, well-qualified administrative and clinical staff.

I am fully committed to the continued success of Quapaw House, Inc. and very pleased to work in collaboration with the organization to raise awareness among my peers in the judiciary regarding the importance of behavioral health treatment in the justice system. Thus, I confidently write in support of their receipt and continued administration of state contracted programs for assisting Arkansans most in need.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ralph C. Ohm", followed by a long horizontal line.

Judge Ralph C. Ohm

Garland County District Court

Absolute Recovery Center, LLC  
1104 Vine St.  
Batesville, AR 72501  
(870) 613-6624  
[absoluterecoverycenter@hotmail.com](mailto:absoluterecoverycenter@hotmail.com)

### Referral Agreement

Absolute Recovery Center, LLC (ARC, herein) located at  
1104 Vine Street  
Batesville, AR 72501  
(870) 613-6624

and the Quapaw House (Quapaw, herein) located at  
505 West Grand  
Hot Springs, AR 71901

Establish a Referral agreement whereby ARC will provide:

- DWI education
- Outpatient Substance Abuse Treatment

for applicants meeting applicable admissions and payment criteria.

Mid-South will provide:

- Outpatient substance abuse treatment services
- Residential substance abuse treatment services
- Adolescent substance abuse treatment services

for applicants meeting applicable admissions and payment criteria.

Both parties will abide by applicable confidentiality regulations, but not limited to 42 CFR, part 2 and 45 CFR, parts 160 & 164. This agreement can be revoked by either party with 30 days of notice.

*Stephanie Moore, Director*      *10-30-18*

Stephanie Moore, Director      Date  
Absolute Recovery Center, LLC

*Casey Bright*      *11-08-2018*

Casey Bright, Director      Date  
Quapaw House

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**Cooperative Service/Referral Agreement  
Quapaw House, Inc.**

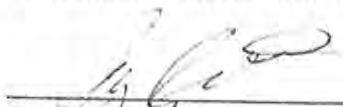
This agreement entered into this 20th day of February 2015, by and between Quapaw House, Inc. and Arkansas Therapy Group, a provider of physical, speech and occupational therapy services operating in Hot Springs, Arkansas.

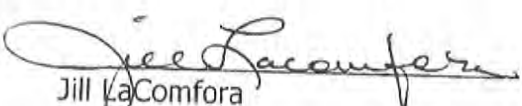
Both organizations recognize the need to provide referrals for clients who may need treatment services beyond their individual capabilities and/or, to meet other needs of their clients to ensure optimal treatment outcomes.

Therefore, both organizations agree to provide mutual referrals to the other on an "as needed" basis and as clinically indicated and appropriate. This agreement includes a provision to provide emergency services in support of the other organization in the event of any situation or condition that might render either organization incapable of providing services.

This agreement does not involve any fiscal compensation and, does not legally or fiscally bind either organization beyond the terms of this agreement. Both parties acknowledge that this is the only agreement in existence between the two parties.

This agreement will remain in effect unless rescinded in writing and may be cancelled at either time by either party with 30 days written notice.

  
\_\_\_\_\_  
Casey Bright  
Executive Director  
Quapaw House, Inc.

  
\_\_\_\_\_  
Jill LaComfora  
Owner  
Arkansas Therapy Group

  
**QUAPAW HOUSE**  
*Recovery & Wellness*  
**CENTER**

**SCHOOL BASED BEHAVIORAL HEALTH SERVICES AGREEMENT**

The Hamburg District (hereinafter "SCHOOL") recognizes the need for education, early intervention, and prevention services with regard to students' mental/emotional and/or behavioral health issues. SCHOOL, therefore, wishes to have an interagency agreement with Quapaw House, Inc. (hereinafter "PROVIDER") for the provision of behavioral health services during the SCHOOL district's normal hours of operation.

**RESPONSIBILITIES OF PROVIDER OF BEHAVIORAL HEALTH SERVICES**

- A. PROVIDER shall be responsible for assuring that all staff providing services pursuant to this agreement meet all OBHS standards and shall provide the SCHOOL with documentation of compliance with licensures, certifications, background checks, and other related information on all professionals providing direct services to any student. PROVIDER shall be responsible for carrying professional liability and motor vehicle insurance on itself and any of its staff who perform behavioral health services, including transportation of students.
- B. Services rendered by PROVIDER may include individual, group, and/or family therapy sessions; case management with referrals, consultation and advocacy; correspondence with other community providers; and family interventions such as home visits, parent training, and crisis interventions. The referral process involves SCHOOL personnel completing and submitting a Screening and Referral form to PROVIDER who will then follow the agreed upon and established procedure for obtaining the permission to provide services.
- C. PROVIDER's staff is available for interagency staffing and communication for those students whose treatment is required by an I.E.P. / 504 and for progress updates on each student receiving behavioral health services. Signed releases for the exchange of information regarding student treatment plan and progress will be maintained by PROVIDER and PROVIDER shall communicate with other providers of services in order to facilitate continuity of care for the student. All communication, written and verbal, shall comply with all applicable state and federal laws, including but not limited to HIPAA/HITECH statutes, including 42 CFR Pt. 2, regarding confidentiality.
- D. PROVIDER's staff shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be recommended, PROVIDER will follow customary industry standards and ethical practices. The student and family shall determine whether hospitalization is used and what hospital is appropriate. The SCHOOL shall not be responsible for payment of any hospitalization expenses.
- E. Behavioral health providers are mandated reporters under Arkansas law and as such shall report all suspected forms of child maltreatment. Immediately upon a report of child maltreatment being made, PROVIDER shall give verbal notification to the student's principal and SCHOOL counselor of the action.
- F. PROVIDER will cooperate to assure access to SCHOOL based behavioral health services without regard to student or family insurance enrollment status, race, gender, national origin, religious affiliation or lack thereof, economic status, or other factors prohibited by the SCHOOL.



- G. PROVIDER shall be free to bill any source available to the student or family without obligation for the SCHOOL district to pay for student mental health services.
- H. PROVIDER agrees to abide by the SCHOOL policies as well as all applicable federal, state and local laws and regulations governing the use of school district property. The use or possession of alcoholic beverages, controlled substances, tobacco, firearms, or weapons on district property is strictly prohibited and punishable by law. Prescription medication shall be administered or stored upon the premises by the school nurse.
- I. PROVIDER shall submit reports as required by the Arkansas Department of Human Services, Division of Provider Services & Quality Assurance (DPSQA) and provide the district SCHOOL with an annual written outcome report on services provided to students.

**RESPONSIBILITIES OF DISTRICT/SCHOOL**

- A. The SCHOOL may provide office space and access to basic office equipment for case managers and therapists as agreed upon. All such items shall remain the property of the SCHOOL. SCHOOLS may also make available to PROVIDER, after securing appropriate releases, student demographic information reasonably necessary to provide behavioral health services.
- B. The space made available by the SCHOOL for individual and group counseling sessions shall provide reasonable confidentiality to the persons served. Reasonable access to this space will be maintained for the PROVIDER's staff for the provision of services.
- C. The SCHOOL personnel shall participate in quality improvement and customer satisfaction surveys developed by the PROVIDER to assist in program monitoring, development, and improvement.

**TERM AND TERMINATION**

- A. This agreement begins on the official signing for the document by both parties and shall continue through the duration of the school year.
- B. This agreement is to be renewed annually prior to the official start of the school year and/or first day of student attendance.
- C. Either party may terminate this agreement without cause by providing a minimum of 30 days written notice to the other party.

Quapaw House, Inc.

By: Colman Matthews Jr

Title: Chief Clinical Officer

Date: 2/28/19

Hamburg SCHOOL District

By: Kandi Keith

Title: Special Ed Supervisor

Date: 2/28/2019

QUAPAW HOUSE  
*Recovery & Wellness*  
CENTER

**SCHOOL BASED BEHAVIORAL HEALTH SERVICES AGREEMENT**

The Strong-Holly District (hereinafter "SCHOOL") recognizes the need for education, early intervention, and prevention services with regard to students' mental/emotional and/or behavioral health issues. SCHOOL, therefore, wishes to have an interagency agreement with Quapaw House, Inc. (hereinafter "PROVIDER") for the provision of behavioral health services during the SCHOOL district's normal hours of operation.

**RESPONSIBILITIES OF PROVIDER OF BEHAVIORAL HEALTH SERVICES**

- A. PROVIDER shall be responsible for assuring that all staff providing services pursuant to this agreement meet all OBHS standards and shall provide the SCHOOL with documentation of compliance with licensures, certifications, background checks, and other related information on all professionals providing direct services to any student. PROVIDER shall be responsible for carrying professional liability and motor vehicle insurance on itself and any of its staff who perform behavioral health services, including transportation of students.
- B. Services rendered by PROVIDER may include individual, group, and/or family therapy sessions; case management with referrals, consultation and advocacy; correspondence with other community providers; and family interventions such as home visits, parent training, and crisis interventions. The referral process involves SCHOOL personnel completing and submitting a Screening and Referral form to PROVIDER who will then follow the agreed upon and established procedure for obtaining the permission to provide services.
- C. PROVIDER's staff is available for interagency staffing and communication for those students whose treatment is required by an I.E.P. / 504 and for progress updates on each student receiving behavioral health services. Signed releases for the exchange of information regarding student treatment plan and progress will be maintained by PROVIDER and PROVIDER shall communicate with other providers of services in order to facilitate continuity of care for the student. All communication, written and verbal, shall comply with all applicable state and federal laws, including but not limited to HIPAA/HITECH statutes, including 42 CFR Pt. 2, regarding confidentiality.
- D. PROVIDER's staff shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be recommended, PROVIDER will follow customary industry standards and ethical practices. The student and family shall determine whether hospitalization is used and what hospital is appropriate. The SCHOOL shall not be responsible for payment of any hospitalization expenses.
- E. Behavioral health providers are mandated reporters under Arkansas law and as such shall report all suspected forms of child maltreatment. Immediately upon a report of child maltreatment being made, PROVIDER shall give verbal notification to the student's principal and SCHOOL counselor of the action.
- F. PROVIDER will cooperate to assure access to SCHOOL based behavioral health services without regard to student or family insurance enrollment status, race, gender, national origin, religious affiliation or lack thereof, economic status, or other factors prohibited by the SCHOOL.

- G. PROVIDER shall be free to bill any source available to the student or family without obligation for the SCHOOL district to pay for student mental health services.
- H. PROVIDER agrees to abide by the SCHOOL policies as well as all applicable federal, state and local laws and regulations governing the use of school district property. The use or possession of alcoholic beverages, controlled substances, tobacco, firearms, or weapons on district property is strictly prohibited and punishable by law. Prescription medication shall be administered or stored upon the premises by the school nurse.
- I. PROVIDER shall submit reports as required by the Arkansas Department of Human Services, Division of Provider Services & Quality Assurance (DPSQA) and provide the district SCHOOL with an annual written outcome report on services provided to students.

**RESPONSIBILITIES OF DISTRICT/SCHOOL**

- A. The SCHOOL may provide office space and access to basic office equipment for case managers and therapists as agreed upon. All such items shall remain the property of the SCHOOL. SCHOOLS may also make available to PROVIDER, after securing appropriate releases, student demographic information reasonably necessary to provide behavioral health services.
- B. The space made available by the SCHOOL for individual and group counseling sessions shall provide reasonable confidentiality to the persons served. Reasonable access to this space will be maintained for the PROVIDER's staff for the provision of services.
- C. The SCHOOL personnel shall participate in quality improvement and customer satisfaction surveys developed by the PROVIDER to assist in program monitoring, development, and improvement.

**TERM AND TERMINATION**

- A. This agreement begins on the official signing for the document by both parties and shall continue through the duration of the school year.
- B. This agreement is to be renewed annually prior to the official start of the school year and/or first day of student attendance.
- C. Either party may terminate this agreement without cause by providing a minimum of 30 days written notice to the other party.

Quapaw House, Inc.  
 By: Coleman Matthew J.  
 Title: Chief Clinical Officer  
 Date: 2-13-18

Stacy-Holly SCHOOL District  
 By: Jeff Atphin  
 Title: Supt.  
 Date: 01-29-19

# JEFFERSON COMPREHENSIVE CARE SYSTEM, INC.

P.O. Box 1285 • Pine Bluff, AR 71613-1285 • (870) 543-2380

[www.jccsi.org](http://www.jccsi.org)

Pine Bluff Medical  
& Dental Center  
1101 Tennessee St.  
P.O. Box 1285  
Pine Bluff, AR  
71613-1285  
Phone: 870-543-2380  
Dental: 870-543-2341  
Fax: 870-535-4716

Alzheimer Center  
309 S. Edline  
P.O. Box 37  
Alzheimer, AR  
72004  
Phone: 870-766-8411  
Fax: 870-766-8412

Redfield Center  
823 River Road  
P.O. Box 66  
Redfield, AR  
72132-0066  
Phone: 501-397-2261  
Fax: 501-397-2263

College Station Ctr.  
4206 Frazier Pike  
P.O. Box 668  
College Station, AR  
72053  
Phone: 501-490-2440  
Fax: 501-490-0156

Rison Center  
505 Sycamore  
P.O. Box 525  
Rison, AR  
71665  
Phone: 870-325-6255  
Fax: 870-325-6117

Open Hands Center  
Healthcare for the Homeless  
1225 Martin Luther King Dr.  
Little Rock, AR  
72202  
Phone: 501-244-2121  
Fax: 501-244-2130

Little Rock Community  
Health Center  
1100 N. University  
Ste. 125  
Little Rock, AR 72207  
Phone: 501-663-0055  
Fax: 501-280-0602

North Little Rock  
Community Health Ctr.  
2525 Willow St.  
Ste. 1  
North Little Rock, AR 72114  
Phone: 501-812-0225  
Fax: 501-812-0284

**TO:** Casey Bright, Executive Director

**FROM:** Leshala Williams  
Executive Assistant

**DATE:** July 24, 2018

**RE:** Memorandum of Agreement

Enclosed you will find a copy of the signed executed Memorandum of Agreement between JCCSI and Quapaw House, Inc. from Ms. Sandra J. Brown, CEO.

Thank you.



MEMBER COMMUNITY HEALTH CENTERS OF ARKANSAS **110**

"Serving Jefferson County, Eastern Grant County, Pulaski County, and Cleveland County"

**Memorandum of Agreement  
Between  
Jefferson Comprehensive Care System, Inc.  
and  
Quapaw House, Inc.**

**I. PARTIES**

This Memorandum of Understanding (MOA) is made between **Jefferson Comprehensive Care System, Inc. (JCCSI)** and **Quapaw House, Inc.**

**II. PURPOSE**

The purpose of this MOU is to establish the basic relationship, roles and responsibilities of **Quapaw House, Inc.** and **JCCSI** regarding targeted HIV testing onsite at Quapaw House, Inc.

**III. DUTIES OF PARTIES**

**JCCSI:**

- a. Agrees to provide HIV testing the fourth Thursday of each month onsite from 4:30 p.m. at 812 Mountain Pine Road, Hot Springs, AR.
- b. Agrees to provide its own testing / screening supplies.
- c. Agrees to provide referral / Linkage to medical care for individuals who are newly diagnosed with HIV/AIDS or those who are considered lost to HIV medical care.
- d. Maintains records regarding the screening which records shall be the property of JCCSI. The records will be stored and kept in a safe and secure place at all times.
- e. Where feasible and permitted by law, share data regarding Quapaw participants' health outcomes.
- f. Agrees to participate in quarterly meetings to discuss any issues and /or progress of the screening program

**Quapaw House Inc.**


- a. Agrees to notify JCCSI staff 72 hours in advance the number of participants that will be tested on the scheduled testing day.
- b. Agrees to provide space for testing that will provide privacy / confidentiality.
- c. Agrees to notify JCCSI designated staff immediately of the admission of any self-identified HIV/AIDS positive client(s) needing linkage to care.
- d. Agrees to participate in quarterly meetings to discuss any issues and /or progress of the screening program

**IV. CONFIDENTIALITY**

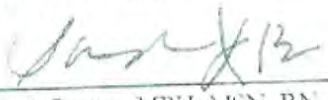
**Both** parties shall maintain the privacy and confidentiality of all information regarding the personal facts and circumstances of all clients screened. The Parties shall: (1) not use or disclose patient information, other than as permitted or required federal and state laws; (2) use appropriate safeguards to prevent use or disclosure of patient information, other than as provided for under this Agreement; and (3) notify the other immediately in the event the Party becomes aware of any use or disclosure of patient information that violates the terms and conditions of this Agreement or applicable federal and state laws or regulations.

V. **TERM AND TERMINATION**

- a. This agreement begins on the official signing of the document by both parties and shall continue for a period of two years.
- b. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

  
\_\_\_\_\_  
Casey Bright  
Chief Executive Officer  
Quapaw House, Inc.

7/16/18  
Date

  
\_\_\_\_\_  
Sandra J. Brown, MPH, MSN, RN  
Chief Executive Officer  
Jefferson Comprehensive Care System, Inc.

7/24/18  
Date



MEMO OF UNDERSTANDING WITH QUAPAW HOUSE

Birch Tree Communities, Inc. agrees to provide office space, certain equipment and certain supplies to the individual or company named above, (hereafter referred to as provider), for the purpose of providing medical observations, treatments and other services as deemed necessary.

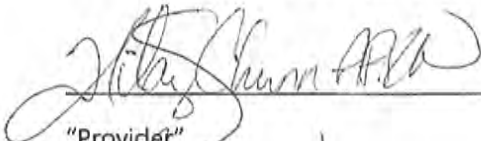
Both parties agree and understand to the following:

1. The provider agrees and understands that they are not and will not be considered as an employee of Birch Tree Communities, Inc.
2. There will not be any compensation paid from Birch Tree Communities, Inc. to the provider named above.
3. Birch Tree Communities, Inc. will not provide any financial or health benefits to the provider named above.
4. The provider named above agrees to operate in the best interest of Birch Tree Communities, Inc., the members served at Birch Tree Communities, Inc. and the employees at Birch Tree Communities, Inc. This will be determined by following the same guidelines as listed in the Employee Handbook and/or the Human Resource Reference Book.
5. The provider named above agrees to provide its own Workers Compensation Insurance for itself or its employees.
6. The provider understands that its participation and/or involvement in any activities, programs or events while on Birch Tree Communities, Inc., carries with it the potential for certain risks, some of which may not be reasonably foreseeable.
7. The provider acknowledges that these risks could cause harm including, but not limited to, bodily injury, damage to property, emotional distress, or death.
8. The provider agrees to provide proof of professional liability insurance for any professional providing services on its behalf for all services on Birch properties.
9. By signing this Memo of Understanding, the provider agrees to release, indemnify, and hold harmless Birch Tree Communities, Inc., as well as its Board of Directors, officers, employees, agents, representatives, members and successors, etc. from all losses, claims, theft, demands, liabilities, causes of action, or expenses, known or unknown, arising out of my participation in, attendance at, or during services provided at any activity, event, program or delivery of service while on any Birch Tree Communities, Inc. property.

10. Both Birch Tree Communities, Inc. and the provider should provide in writing intent to cancel this agreement with a 30 day notice.

11. I hereby acknowledge that I am aware of and understand that all members of Birch Tree Communities are entitled by law to complete confidentiality. I agree that I will not release the name of any Birch member or any information pertaining the member's treatment without specific written authorization of the member or member's guardian. I understand that failure to maintain confidentiality can result in the termination of my relationship with Birch.

12. As a business associate of Birch, I understand that electronic health records are a means to provide, coordinate and manage treatment for members' mental and physical well-being. I agree to ensure Birch Privacy Practices and HIPAA guidelines for protected health information are followed during any transaction of services with Birch.

  
\_\_\_\_\_  
"Provider"

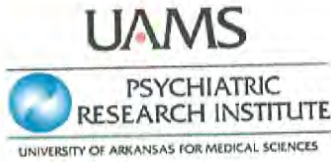
6/7/2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Birch Tree Communities, Inc.

6/7/2017  
\_\_\_\_\_  
Date

Jack Keathley, CEO





Michael Mancino, M.D.  
Program Director

CENTER FOR ADDICTION SERVICES & TREATMENT  
4301 West Markham St., #835  
Little Rock, AR 72205-7199  
501.526.8400

Peggy Healy, LCSW  
Clinic Administrator

June 1, 2018

**REFERRAL AGREEMENT**

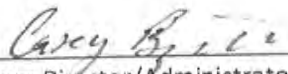
We the undersigned, recognizing the need for cooperation in the substance abuse services, agree to a mutually acceptable working relationship. This agreement will enable both facilities to refer patients from their respective programs to the other; however, feasibility of accepting the referred patient will always lie with each program's staff decision.

Both parties further agree to mutual cooperation in helping to achieve the overall objectives of providing treatment to the citizens of the State of Arkansas.

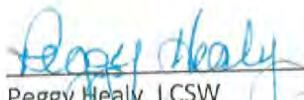
This agreement will also comply and abide by all and any State and Federal laws concerning patient's rights to confidentiality, specifically the Health Insurance Portability and Accountability Act of 1996 (HIPAA) 42 U.S.C. & 1320d et seq., 45 C.F.R. Parts 160 & 164, and the Confidentiality Law, 42 U.S.C. and 290dd-2, 42 CFR Part 2.

This agreement shall remain in effect unless it is formally terminated by one or both parties upon a 30 day written notice. This agreement shall serve the periods of July 2018 through June 2020.

**APPROVED:**

  
\_\_\_\_\_  
Program Director/Administrator

Quapaw House, Inc.  
812 Mt. Pine Road  
Hot Springs, AR 71913  
501.767.4456

  
\_\_\_\_\_  
Peggy Healy, LCSW  
CAST Administrator/Clinic Manager  
UAMS Center for Addiction Services & Treatment  
4301 W. Markham St., Slot #835  
Little Rock, Arkansas 72205-7199  
501.526.8400

Date 6/8/18

Date 6-1-18



CENTER FOR ADDICTION SERVICES & TREATMENT  
4301 West Markham St., #835  
Little Rock, AR 72205-7199  
501.526.8400

Michael Mancino, M.D.  
Program Director

Peggy Healy, LCSW  
Clinic Administrator

June 1, 2018

Referral Agreement

It is time again to up-date the referral agreement between agencies. Please sign/date where appropriate, make a copy for your records and return the original to UAMS.

Thank you in advance,

A handwritten signature in blue ink that reads "Peggy Healy". The signature is written in a cursive style and is positioned above the printed name and title.

Peggy Healy, LCSW, LPN  
Clinic Administrator  
UAMS Psychiatric Research Institute  
4301 West Markham St., #835  
Little Rock, AR 72205-7199

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**SUBCONTRACT BETWEEN**

**New Beginnings C.A.S.A.**

**AND**

**Quapaw House, Inc.**

**THIS CONTRACT** is entered into by and between NEW BEGINNINGS C.A.S.A. hereinafter referred to as the "Primary Contractor" and QUAPAW HOUSE, INC., hereinafter referred to as the "Subcontractor", for Region 8 in the State of Arkansas.

**Purpose:** The purpose of this agreement is to delineate areas of responsibilities/willingness and ability to perform duties described in the contract for the delivery of Residential Adolescent Substance Abuse Treatment Services within the Region 6 catchment area as defined by Arkansas Division of Behavioral Health Services. The Primary Contractor agrees to provide the Subcontractor with a copy of all Terms and Conditions included in the Professional Services Contract executed with DHS. Subcontractor agrees to adhere to those Terms and Conditions.

**FOR AND IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Primary Contractor and the Subcontractor agree as follows:

**A. Services to be Provided**

The Subcontractor is responsible for providing Residential Adolescent Substance Abuse Treatment Services within Region 6 as defined by the State of Arkansas Division of Behavioral Health Services from July 1, 2018 through June 30, 2019 due to the lack of access to a capable facility within Region 6 serviced by the Primary Contractor.

**Specific Subcontractor obligations under this contract require that the Subcontractor:**

1. Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to Arkansas Division of Behavioral Health Services, CARF International, Arkansas Department of Human Services and Arkansas Division of Children and Family Services.
2. Shall ensure that the location of subcontractor's services and the days and times where services are being provided will be as specified to the contractor. The provider shall notify the primary contractor, in writing, of any changes in locations, days, and/or times where services are being provided. The subcontractor will secure and maintain all necessary authority and licenses to provide the services listed in this subcontract.

P.C. INITIAL: CSB  
SUB. INITIAL: [Signature]

3. Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards.

4. Shall ensure that all Clients under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions set forth by this contract and that all Clients meet eligibility criteria before receiving treatment services. All Clients under this subcontract must be screened by the primary contractor before services can be offered by the Subcontractor. Once screened for eligibility the primary contractor will send over referral information to the Subcontractor to setup intake and assessment. The Subcontractor will upon intake fax/scan and email over to the primary contractor the income eligibility verification showing that the Client is eligible for services if this was not verified in person by the primary contractor before the intake.

5. Shall abide by the performance measures outlined within the primary contract for the provision of substance abuse treatment services between the State of Arkansas and the Primary Contractor.

6. The Primary Contractor shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any insurance. The payment of any deductible on any policy shall be the sole responsibility of the subcontractor providing the service.

7. Shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.

8. Shall provide deliverables, including reports and data as specified by the primary contractor. The failure to comply is considered a breach of contract as specified by the primary contractor could result in denial of payment until acceptable deliverables are received.

#### **B. Special Provisions**

1. Shall be responsible for meeting the outcomes and performance standards as otherwise required by applicable law, rule or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes.

P.C. INITIAL: CSB  
SUB. INITIAL: me

2. Shall ensure that it will establish a grievance procedure which all recipients of services may use to present grievances of the Subcontractors about services being provided under the Subcontractor contracts with the provider. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Primary Contractor. The subcontractor will submit a copy of the grievance procedure to the Primary Contractor. All grievances must be reported to the Primary Contractor.

3. Shall comply with procedures for Incident Reporting to DBHS and will copy all incident reports to the Primary Contractor.

4. The subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by Primary Contractor. Before canceling services due to weather or an emergency the Subcontractor will notify the Primary Contractor beforehand and give the Primary Contractor the plan for providing services and a projected time for services to be restarted.

5. Shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract.

6. Shall submit to the Primary Contractor two copies of their annual financial audit at the end of each fiscal year.

7. Shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing".

### **C. Method of Payment**

1. Primary Contractor shall pay the Subcontractor for all qualified services delivered in accordance with the terms and conditions of this subcontract, at the unit price specified within the contract between the Primary Contractor and the State of Arkansas for Substance Abuse Treatment Services and subject to the availability of funds.

2. The Subcontractor shall request payment for services delivered on a monthly basis through submission of a properly completed Invoice and report within 3 days after the first day of the following month. The Primary Contractor will track the utilization of funds each

P.C. INITIAL:   
SUB. INITIAL: 

month and notify the Subcontractor if they are under or over utilization of funds. If under after the first quarter the Primary Contractor will put a plan together to ensure that the funds utilization gets to where it needs to be to meet the target of billing out the contract.



3. The Subcontractor shall participate in a Subcontractor Administrative Fee that will be assessed at issuance of the Subcontractor reimbursement payment. This fee will not exceed 10% of the total billed by the Subcontractor payable to the Primary Contractor. The Primary Contractor will hold this out of the amount received from total billing each month.

4. Primary Contractor shall not be required to pay subcontractors or other vendors if Primary Contractor does not receive payment for the corresponding services and materials from its Arkansas Division of Behavioral Health Services. This shall not mean that Primary Contractor is excused from payment unless Primary Contractor is not paid due to no fault of its own. Primary Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a subcontractor are a cause, in whole or in part, of a payment source's failure to pay Primary Contractor, then Primary Contractor may elect to apportion any payment received among subcontractors whose acts are not a cause for non-payment. Subcontractors shall not be subject to non-payment for reasons other than Primary Contractor's failure to receive its funding, unless the subcontractor has failed to comply with any terms in this contract.

5. In the event that a program deliverable and/or performance indicator is found to be out of compliance, the Primary Contractor will determine the responsible party for the insufficient performance as cited by DBHS. At that time, the total amount of the financial penalty assessed to the Primary Contractor's monthly billing statement will become the obligation of the responsible party. If the responsible party is determined to be the subcontractor, the Primary Contractor will retain the full amount of the assessed penalty from the next monthly payment to the Subcontractor. If the total penalty exceeds the monthly payment to the subcontractor, the Primary Contractor will deduct the remaining balance of the penalty from subsequent monthly payments to the subcontractor until the full amount is obtained and the penalty is paid in full.

6. Name and address of Payee:

Quapaw House, Inc.  
ATTN: Accounts Receivable  
P.O. Box 3450  
Hot Springs, Arkansas 71914

P.C. INITIAL:   
SUB. INITIAL: 

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**D. Hold Harmless**

Subcontractor shall defend, hold harmless and indemnify the Primary Contractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Primary Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.

Primary Contractor shall defend, hold harmless and indemnify the Subcontractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Subcontractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Primary Contractor or its agents, representatives and/or employees.

**E. Assignments and Subcontractors**

Subcontractor may not assign the responsibility of the Contract to another party or subcontract any of the work contemplated under this Subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Primary Contractor. No such approval shall obligate the Primary Contractor for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Primary Contractor deems necessary.

**F. Termination**

Conditions governing the termination of this Subcontract include:

1. Termination at Will. Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this contract, at the shall of the Primary Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.
2. Termination for Lack of Funds. Termination for lack of funds, when such termination has been affected on the Primary Contractor by Arkansas Division of Behavioral Health Services this shall be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.
3. Termination for Cause. Termination for cause, breach or non-performance may be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice

P.C. INITIAL: *CJS*  
SUB. INITIAL: *[Signature]*

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delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of contract shall be made by the Primary Contractor's Board of Directors. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
- b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
- c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.

4. Continuation of Services. The Primary Contractor (Network Development and Clinical Services) shall work with the current subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The subcontractor shall maintain communication with the Primary Contractor on the process of transferring consumers until all consumers are placed.

#### **G. Curative Clause**

Any disputes concerning performance of this contract that cannot be resolved informally shall be reduced to writing and delivered to the President of the Primary Contractor's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute as described, the Primary Contractor and Subcontractor agree to seek independent mediation and to accept and abide by the findings of the mediator as the final recourse. The cost of mediation will be paid for by the Subcontractor and the selection of the mediator is at the sole discretion of the Primary Contractor.

#### **H. Effective and Ending Dates**

This contract shall begin on July 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Hot Springs, Arkansas, on June 30, 2019.

P.C. INITIAL: CSA  
SUB. INITIAL: [Signature]

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By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this 2 page contract to be executed on the date and year below.

**PRIMARY CONTRACTOR**

**SUBCONTRACTOR**

New Beginnings, C.A.S.A.

Quapaw House, Inc.

Approved by:

Approved by:

Witness:

Witness:

Date:

Date:

*Nick Fiedler*  
*Marian F. Jensen*  
*12/11/18*

*[Signature]*  
*Jemie Ellis*  
*12-11-18*

P.C. INITIAL: *CJA*  
SUB. INITIAL: *[Signature]*

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# Memorandum of Understanding

---

Between Southwest Arkansas Counseling and Mental Health Center and  
Quapaw House, Inc.

Southwest Arkansas Counseling and Mental Health Center (SWACMHC) and Quapaw House, Inc. wish to define their relationship by way of this Memorandum of Understanding (MOU).

## RECITALS

WHEREAS, SWACMH is a contracted agency through the Department of Human Services, Division of Behavioral Health Services to provide Substance Abuse services to Catchment Area 7, including Juvenile Residential Substance Abuse Treatment.

WHEREAS, Quapaw House, Inc. is a CARF Accredited and Licensed facility through the State of Arkansas to provide Juvenile Residential Substance Abuse Treatment.

WHEREAS, individuals who reside in Catchment Area 7 are in need of Residential Substance Abuse Treatment as assessed by qualified Substance Abuse Professional

THEREFORE, in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

## TERMS

- 1.1 The effective period of this MOU will be from July 1, 2018 to June 30<sup>th</sup> of 2019, to be renewed yearly so long as SWACMHC is awarded the Contract for Catchment Area 7.
- 1.2 The purpose of this MOU is to provide clinically necessary Residential Substance Abuse Treatment to Adolescents from Catchment Area 7.
- 1.3 The MOU may be revised or modified by written agreement of all parties.

## ROLE AND RESPONSIBILITIES OF SWACMHC

- 2.1 SWACMHC will provide all preadmission screens and provide the Initial assessment for any Juvenile referred for assessment for substance abuse from Catchment Area 7. The assessment will include a Comprehensive Psychosocial Assessment, Addiction Severity Index, and Mental Health Screening Form III. Referral will be based on ASAM placement criteria. Assessment will also include screening for financial responsibility.

**Indemnification**

Each party indemnifies and holds each other harmless from and against any and all liability, loss damage, claim of a cause of action and expenses connected therewith (including reasonable attorneys fees) caused or asserted to have been caused, directly or indirectly, by the negligent or willful acts of omissions of the indemnifying party in performance of this agreement.

Southwest Arkansas Counseling and Mental Health Center

 7/20/18  
Signature Executive Director Date

2904 Arkansas Blvd., P.O. Box 1987, Texarkana, AR 71854  
Address

71-0526149  
Federal Identification Number

Quapaw House, Inc.

 7/16/18  
Signature Executive Director Date

P.O. Box 3450, Hot Springs, AR 71914  
Address

71-0545718  
Federal Identification Number

# Memorandum of Understanding

Between Southwest Arkansas Counseling and Mental Health Center and  
Quapaw House, Inc.

Southwest Arkansas Counseling and Mental Health Center (SWACMHC) and Quapaw House, Inc. wish to define their relationship by way of this Memorandum of Understanding (MOU).

## RECITALS

WHEREAS, SWACMHC is a contracted agency through the Department of Human Services, Division of Behavioral Health Services to provide Substance Abuse services to Catchment Area 7, including Specialized Women's Services.

WHEREAS, Quapaw House, Inc. is a CARF Accredited and Licensed facility through the State of Arkansas to provide Specialized Women's Services Treatment.

WHEREAS, individuals who reside in Catchment Area 7 are in need of Residential Substance Abuse Treatment as assessed by qualified Substance Abuse Professional

THEREFORE, in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

## TERMS

- 1.1 The effective period of this MOU will be from July 1, 2018 to June 30<sup>th</sup> of 2019, to be renewed yearly so long as SWACMHC is awarded the Contract for Catchment Area 7.
- 1.2 The purpose of this MOU is to provide clinically necessary Specialized Women's Services Treatment from Catchment Area 7
- 1.3 The MOU may be revised or modified by written agreement of all parties.

## ROLE AND RESPONSIBILITIES OF SWACMHC

- 2.1 SWACMHC will provide all preadmission screens and provide the initial assessment for any pregnant or parenting female referred for assessment for substance abuse from Catchment Area 7. The assessment will include a Comprehensive Psychosocial Assessment, Addiction Severity Index, and Mental Health Screening Form III. Referral will be based on ASAM placement criteria. Assessment will also include screening for financial responsibility.

ment to Quapaw House, Inc. within 24

Abuse Counseling upon completion of  
em.

Specialized Women's Services  
served, such as the impact of substance  
abuse, neglect, empowering the client  
development.

for SWS services at rates promulgated by  
I on available funding from DBHS contract.

*Quapaw House, Inc. is*  
**S OF NEW BEGINNINGS**

ent including individual counseling, groups  
rt, psycho-education, Care Coordination,

s including documentation of childcare,  
nt, housing, education/job skills training,  
mily reunification, family education and

oard and laundry facilities.

services that include thirty (30) hours of  
omen must receive at least fifteen (15)

two children under the age of six (6).  
t receive age appropriate therapy and

risical environment, educational and  
just meet or exceed licensure standards as  
DBHS Licensure Standards for Alcohol and

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**SERVICE PROVISIONS**

4.1 All services shall be provided by clinical professionals as approved by DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.

4.2 Payment codes, units, rates and limitations under this agreement:

Services	Daily Limit	Annual Limit	Unit	Rate
Intake/ Assessment (Must include screening and treatment plans)	N/A	2 units	Each Assessment	\$250.00
Individual Counseling	4 units	48 units	15 minutes	\$14.30
Group Counseling	8 units	600 units	15 minutes	\$4.40
Family Counseling	6 units	48 units	15 minutes	\$14.30
Care Coordination	4 units	12 units	15 minutes	\$10.83
Observational Detoxification	N/A	4 admissions	Each Admission (minimum of 24 hours of admission)	\$250.00
Specialized Women's Services	N/A	120 units	One day	\$720.00

All limits listed in the above table are on a per client basis. Extensions may be granted upon approval from DBHS. These anticipated rates are subject to final approvals through promulgation.

**Indemnification**

Each party indemnifies and holds each other harmless from and against any and all liability, loss damage, claim of a cause of action and expenses connected therewith (including reasonable attorneys fees) caused or asserted to have been caused, directly or indirectly, by the negligent or willful acts of omissions of the indemnifying party in performance of this agreement.

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Southwest Arkansas Counseling and Mental Health Center

  
Signature Executive Director

7/20/14  
Date

2904 Arkansas Blvd., P.O. Box 1987, Texarkana, AR 71854  
Address

71-0526149

Federal Identification Number

Quanaw House, Inc.

  
Signature Executive Director

07/16/14  
Date

P.O. Box 3450, Hot Springs, AR. 71914  
Address

71-0545718

Federal Identification Number



**SUBCONTRACT BETWEEN**

**Ozark Guidance**

**AND**

**Quapaw House, Inc.**

**THIS CONTRACT** is entered into by and between OZARK GUIDANCE hereinafter referred to as the "Primary Contractor" and QUAPAW HOUSE, INC., hereinafter referred to as the "Subcontractor", for Region 1 in the State of Arkansas.

**Purpose:** The purpose of this agreement is to delineate areas of responsibilities, willingness and ability to perform duties described in the contract for the delivery of Substance Abuse Treatment Services within the Region 1 catchment area as defined by Arkansas Division of Behavioral Health Services. The Contractor agrees to provide the Subcontractor with a copy of all Terms and Conditions included in the Professional Services Contract executed with DHS. Subcontractor agrees to adhere to those Terms and Conditions.

**FOR AND IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Primary Contractor and the Subcontractor agree as follows:

**A. Services to be Provided**

The Subcontractor is responsible for providing Adult, Adolescent and Specialized Women's Services Residential substance abuse treatment services from within Region 5 as defined by the State of Arkansas Division of Behavioral Health Services from October 1, 2018 through June 30, 2019.

**Specific Subcontractor obligations under this contract require that the Subcontractor:**

1. Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to Arkansas Division of Behavioral Health Services, CARF International, Arkansas Department of Human Services and Arkansas Division of Children and Family Services.
2. Shall ensure that the location of subcontractor's services and the days and times where services are being provided will be as specified to the contractor. The provider shall notify

the primary contractor, in writing, of any changes in locations, days, and/or times where services are being provided. The subcontractor will secure and maintain all necessary authority and licenses to provide the services listed in this subcontract.

3. Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards.

4. Shall ensure that all Clients under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions set forth by this contract and that all Clients meet eligibility criteria before receiving treatment services. All Clients under this subcontract must be screened by the primary contractor before services can be offered by the Subcontractor. Once screened for eligibility the primary contractor will send over referral information to the Subcontractor to setup intake and assessment. The Subcontractor will upon intake fax/scan and email over to the primary contractor the income eligibility verification showing that the Client is eligible for services if this was not verified in person by the primary contractor before the intake.

5. Shall ensure that the subcontractor follows the following performance measures:

6. The Primary Contractor shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any insurance. The payment of any deductible on any policy shall be the sole responsibility of the subcontractor providing the service.

7. Shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.

8. Shall provide deliverables, including reports and data as specified by the primary contractor. The failure to comply is considered a breach of contract as specified by the primary contractor could result in denial of payment until acceptable deliverables are received.



## **B. Special Provisions**

1. Shall be responsible for meeting the outcomes and performance standards as otherwise required by applicable law, rule or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes.
2. Shall ensure that it will establish a grievance procedure which clients for, and recipients of, services may use to present grievances of the Subcontractors about services being provided under the Subcontractor contracts with the provider. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Primary Contractor. The subcontractor will submit a copy of the grievance procedure to the Primary Contractor. All grievances must be reported to the Primary Contractor.
3. Shall comply with procedures for Incident Reporting to DBHS and will copy all incident reports to the Primary Contractor.
4. The subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by Primary Contractor. Before canceling services due to weather or an emergency the Subcontractor will notify the Primary Contractor beforehand and give the Primary Contractor the plan for providing services and a projected time for services to be restarted.
5. Shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract.
6. Shall submit to the Primary Contractor two copies of their annual financial audit.
7. Shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing".

## **C. Method of Payment**

1. Primary Contractor shall pay the Subcontractor for all qualified services delivered in accordance with the terms and conditions of this subcontract, at the unit price specified

within the contract between the Primary Contractor and the State of Arkansas for Substance Abuse Treatment Services and subject to the availability of funds.

2. The Subcontractor shall request payment for services delivered on a monthly basis through submission of a properly completed Invoice and report within 3 days after the first day of the following month. The Primary Contractor will track the utilization of funds each month and notify the Subcontractor if they are under or over utilization of funds. If under after the first quarter the Primary Contractor will put a plan together to ensure that the funds utilization gets to where it needs to be to meet the target of billing out the contract.

3. The Subcontractor shall participate in a Subcontractor Administrative Fee that will be assessed at issuance of the Subcontractor reimbursement payment. This fee will not exceed 10% of the total billed by the Subcontractor payable to the Primary Contractor. The Primary Contractor will hold this out of the amount received from total billing each month.

4. Primary Contractor shall not be required to pay subcontractors or other vendors if Primary Contractor does not receive payment for the corresponding services and materials from its Arkansas Division of Behavioral Health Services. This shall not mean that Primary Contractor is excused from payment unless Primary Contractor is not paid due to no fault of its own. Primary Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a subcontractor are a cause, in whole or in part, of a payment source's failure to pay Primary Contractor, then Primary Contractor may elect to apportion any payment received among subcontractors whose acts are not a cause for non-payment. Subcontractors shall not be subject to non-payment for reasons other than Primary Contractor's failure to receive its funding, unless the subcontractor has failed to comply with any terms in this contract.

5. In the event that a program deliverable and/or performance indicator is found to be out of compliance, the Primary Contractor will determine the responsible party for the insufficient performance as cited by DBHS. At that time, the total amount of the financial penalty assessed to the Primary Contractor's monthly billing statement will become the obligation of the responsible party. If the responsible party is determined to be the subcontractor, the Primary Contractor will retain the full amount of the assessed penalty from the next monthly payment to the Subcontractor. If the total penalty exceeds the monthly payment to the subcontractor, the Primary Contractor will deduct the remaining balance of the penalty from subsequent monthly payments to the subcontractor until the full amount is obtained and the penalty is paid in full.

6. Name and address of Payee:

Quapaw House, Inc.  
ATTN: Accounts Receivable  
P.O. Box 3450  
Hot Springs, Arkansas 71914

**D. Hold Harmless**

Subcontractor shall defend, hold harmless and indemnify the Primary Contractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Primary Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.

Primary Contractor shall defend, hold harmless and indemnify the Subcontractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Subcontractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Primary Contractor or its agents, representatives and/or employees.

**E. Assignments and Subcontractors**

Subcontractor may not assign the responsibility of the Contract to another party or subcontract any of the work contemplated under this Subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Primary Contractor. No such approval shall obligate the Primary Contractor for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Primary Contractor deems necessary.

**F. Termination**

Conditions governing the termination of this Subcontract include:

1. Termination at Will. Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this contract, at the shall of the Primary Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.

2. Termination for Lack of Funds. Termination for lack of funds, when such termination has been affected on the Primary Contractor by Arkansas Division of Behavioral Health Services this shall be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.

3. Termination for Cause. Termination for cause, breach or non-performance may be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of contract shall be made by the Primary Contractor's Board of Directors. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
- b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
- c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.

4. Continuation of Services. The Primary Contractor (Network Development and Clinical Services) shall work with the current subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The subcontractor shall maintain communication with the Primary Contractor on the process of transferring consumers until all consumers are placed.

#### **G. Curative Clause**

Any disputes concerning performance of this contract that cannot be resolved informally shall be reduced to writing and delivered to the President of the Primary Contractor's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute as described, the Primary Contractor and Subcontractor agree to

seek independent mediation and to accept and abide by the findings of the mediator as the final recourse. The cost of mediation will be paid for by the Subcontractor and the selection of the mediator is at the sole discretion of the Primary Contractor.

**H. Effective and Ending Dates**

This contract shall begin on October 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Hot Springs, Arkansas, on June 30, 2019.

By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this 2 page contract to be executed on the date and year below.

**PRIMARY CONTRACTOR**

Ozark Guidance

Approved by: [Signature]

Witness: [Signature]

Date: 10-28-2018

**SUBCONTRACTOR**

Quapaw House, Inc.

Approved by: [Signature]

Witness: [Signature]

Date: 10/1/2018

**SUBCONTRACT BETWEEN**

**NORTHEAST ARKANSAS COMMUNITY MENTAL HEALTH CENTER, INC.  
DBA MID-SOUTH HEALTH SYSTEMS, INC.**

**AND**

**QUAPAW HOUSE, INC.**

THIS CONTRACT is entered into by and between **MID-SOUTH HEALTH SYSTEMS, INC.** hereinafter referred to as the "Primary Contractor" and **QUAPAW HOUSE, INC.**, hereinafter referred to as the "Subcontractor", for Substance Abuse Treatment Services for Region 3 in the State of Arkansas.

**Purpose:** The purpose of this agreement is to delineate areas of responsibilities/willingness and ability to perform duties described in the contract for the delivery of Substance Abuse Treatment Services within the Region 3 catchment area as defined by Arkansas Division of Behavioral Health Services. The Contractor agrees to provide the Subcontractor with a copy of all Terms and Conditions included in the Professional Services Contract executed with DHS. Subcontractor agrees to adhere to those Terms and Conditions.

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Primary Contractor and the Subcontractor agree as follows:

**SERVICES TO BE PROVIDED BY SUBCONTRACTOR**

The Subcontractor is responsible for providing *Residential Substance Abuse Treatment Services, Observational Detoxification Services, Adolescent Residential, and Specialized Women's Services* for Region 3 as defined by the State of Arkansas Division of Behavioral Health Services from July 1, 2018 through June 30, 2019.

**Specific Subcontractor Obligations Under This Contract Require That the Subcontractor:**

1. Primary Contractor shall ensure that the subcontractor follows the following performance measures:

**PROGRAM DELIVERABLE 1: Accreditation and Licensure**

**Performance Indicators:**

- Shall ensure that the location of subcontractor's services and the days and times where services are being provided will be as specified to the contractor. The provider shall notify the primary contractor, in writing, of any changes in locations, days, and/or times where services are being provided. The subcontractor will

- secure and maintain all necessary authority and licenses to provide the services listed in this subcontract. **Exhibit B "Funding Detail"**.
- Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards.
  - Subcontractor will maintain compliance with the DBHS Rules of Practice and Procedure
  - Subcontractor must ensure that the Contractor has evidence of the most current national accreditation status. The Subcontractor must send Contractor copies of all correspondence relation to national accreditation with five (5) business days of being send or received. Upon completion of any survey by a national accrediting body, the Subcontractor must forward final reports to Contractor immediately upon receipt.
  - The Subcontractor must forward copies of any correspondence (e.g. letter, facsimile, email, or other) regarding ongoing communication to and from the accrediting organization to the Contractor within five (5) business days of the date the correspondence was sent or received.
  - The Subcontractor (and applicable sub-contractors) must report any adverse actions taken by national accrediting bodies, change in accreditation status, or adverse actions taken by any other agency deemed to have oversight to the Contractor within five (5) business days of receipt of findings. A copy of the corrective action plans/actions must be sent to the Contractor within five (5) business days, once approved by the accrediting body or oversight agency.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Ongoing by Subcontractor and reported to Primary Contractor.

**PROGRAM DELIVERABLE 2: Reporting & Monitoring**

**Performance Indicators:**

- Subcontractors will outline the adherence to the state licensure standards, the DBHS Rules of Practice and Procedure, and progress in providing professional comprehensive alcohol and/or other drug abuse treatment services to adult and adolescent clients.
  - Information will be in the format acceptable to primary contractor and submitted to primary contractor within the timeframe it designates.
- Subcontractor will submit DBHS performance report to primary contractor

- The subcontractor will submit all client information through the DBHS Alcohol and Drug Management Information System (ADMIS), no later than the last day of the month.
- At the request of DBHS and primary contractor, the subcontractor will adhere to any and all special reporting requirements in regard to the ADMIS system.
- The Subcontractor will participate in trainings and meetings as required by DBHS.
- Subcontractor must submit the Wait List and Capacity Management reports (as defined by DBHS) to Primary Contractor. A report must be issued each Friday by 4:00 pm.
- Subcontractor shall comply with procedures for Incident Reporting to DBHS and will copy all incident reports to the Primary Contractor.
- Subcontractor shall submit to the Primary Contractor two copies of their annual financial audit.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Compliance will be monitored monthly through ADMIS and bed availability reports.

**PROGRAM DELIVERABLE 3: Human Resources**

**Performance Indicators:**

- The subcontractor shall provide necessary treatment services in accordance with minimum standards which shall be delivered by qualified and appropriate personnel.
- Subcontractor shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards. Criminal background checks are to be completed upon hire, and at least every five (5) years thereafter. Maltreatment background checks must be completed at least every two (2) years.
- Personnel shall hold licenses and/or certifications as required by their job descriptions. Non-licensed or certified personnel shall be registered with the appropriate licensing or certification board.



- There must be evidence of annual performance evaluations on all staff, including contracted staff.
- For any staff requiring supervision (e.g. Counselors-in-Training or CITs) based on their certification or licensure, evidence of on-going supervision must be available upon request.
- All staff, interns, or volunteers must be qualified for their positions or responsibilities based on job-descriptions and must also undergo appropriate background checks relevant to the population served.
- Qualified Regional Detoxification Specialists must be current in their Non-violent Crisis Prevention Intervention (CPI), Cardio-Pulmonary Resuscitation (CPR), First-Aid and Regional Alcohol and Drug Detoxification (RADD) training.
- Documentation of completion of RDS requirements will be maintained in personnel records. Documentation of client assessment will be maintained in the client record.
- Subcontractor will ensure that staff members responsible for assessment and treatment/discharge planning receive ongoing training in the application of ASAM (American Society of Addiction Medicine) Criteria. Subcontractor will document such training in personnel records. Evidence of the use of ASAM Criteria will be documented in the client's files and in clinical staffing.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Subcontractor will conduct client and personnel file reviews and report to Primary Contractor.

**PROGRAM DELIVERABLE 4: Facilities**

**Performance Indicators:**

- The Subcontractor will provide comprehensive alcohol and/or other drug abuse treatment services in a safe, healthy, and secure environment.
- Subcontractor will ensure that all service site utilities (gas, electric, water, plumbing, etc.) are maintained in proper working condition.
- Subcontractor will notify DBHS and the primary contractor within 24 hours of any issues with facility utilities.
- Subcontractor will assure that required repairs are completed by appropriate licensed/certified repair technician(s).

- The Subcontractor must maintain compliance with all physical plant requirements as specified in the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs. Compliance must include areas relevant to any and all services provided.
- Subcontractor will ensure that all utilities are properly repaired within 72 hours of a determination that a deficiency exists (except when repair is responsibility of utility company).

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Ongoing by Subcontractor and reported to Primary Contractor.

**PROGRAM DELIVERABLE 5: Standards of Care**

**A. Eligibility**

**Performance Indicator:**

- The Subcontractor shall ensure that all Clients under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions set forth by this contract and that all Clients meet eligibility criteria before receiving treatment services. All Clients under this subcontract must be screened by the primary contractor before services can be offered by the Subcontractor. Once screened for eligibility the primary contractor will send over referral information to the Subcontractor.

**B. Evidence Based Practices:**

**Performance Indicators:**

- Sub-contractor will implement evidence- based practices selected from the following Substance Abuse and Mental Health Services Administration (SAMHSA) link: <http://www.nrepp.samhsa.gov/ViewAll.aspx>.
- Subcontractor will train all staff on selected evidence based practices and document this training in their personnel files.
- Newly hired staff will have ninety (90) days to complete training in the Evidenced-based curriculum. Evidence of training must be placed in the personnel file.
- Subcontractor will implement evidence based practice to fidelity and use fidelity measure to document outcomes.
- Policies and procedures must be in place regarding the training, continuing education required of staff, as well as the required use of Evidence-Based Programs.

- The clinical documentation in client files must indicate that the Evidence-based materials are being implemented appropriately.

### **C. Family/Support Network Involvement**

#### **Performance Indicator:**

- The Subcontractor must ensure family/support network involvement in the treatment process. There must be documented attempts to assure meaningful family/support network involvement. If involvement is contraindicated, then there must be documentation as to why.

### **D. Trauma Informed Care**

#### **Performance Indicator:**

- The Subcontractor must ensure that treatment services are strengths-based, trauma-informed, holistic, culturally relevant, educational, individualized, and recovery-oriented.
- Subcontractor must include documented educational/informational activities relevant to enhancing the quality of life, prevention, resiliency, and recovery.
- There must be clear evidence that clients are involved in the development of treatment goals and objectives, revisions of goals and objectives, and in the development of an aftercare plan.
- All documentation must be individualized and client-specific.
- Aftercare and discharge planning must be individualized and include identification of appropriate referrals, specific and relevant community resources, and include individualized and specific plans on how to maintain or exceed progress achieved during the course of treatment.

#### **Acceptable Performance:**

100% compliance with the performance indicators.

#### **Method / Frequency of Monitoring:**

Subcontractor will conduct client and personnel file reviews and report to Primary Contractor.

## **PROGRAM DELIVERABLE 6: Technology**

### **A. Electronic Medical Records**

**Performance Indicators:**

- The Subcontractor must ensure technology capabilities as required by DBHS. Subcontractor will maintain client records in a fully functioning electronic health record (EHR) system.
- The Subcontractor must ensure that all required clinical documentation, consents, notifications, receipts, etc. are available upon request.
- Technology must ensure adequate security, confidentiality, back-up, and disaster recovery preparedness.

**B. Emergency Phone Number**

**Performance Indicators:**

- The Subcontractor must maintain a twenty-four (24) hour emergency phone number, operable seven (7) days a week for each individual catchment area to assist with emergency situations and access to services. The phone number must be provided to clients, visible at entries, and provided on answering machines. Policies and procedures must be in place outlining the training and management of this process.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

Ongoing by Subcontractor and reported to Primary Contractor.

**PROGRAM DELIVERABLE 7: Full Array of Services**

**A. Subcontractors**

**Performance Indicators:**

- Subcontractors are subject to the same requirements as the Primary Contractor regarding the contract requirements, national accreditation status, compliance with the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs, the most current version of the DBHS Rules of Practice.
- The Subcontractor will conduct the Addiction Severity Index (ASI) on a client that arrives after hours or on weekends. This assessment will be completed and faxed back to the Contractor within 24 hours of admission to the residential facility.
- Primary Contractor will make site visits at least quarterly for compliance reviews using the Program monitoring Tool for Substance Abuse Providers.

- Subcontractor shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to Arkansas Division of Behavioral Health Services, CARF International, Arkansas Department of Human Services and Arkansas Division of Children and Family Services.

**Method / Frequency of Monitoring:**

Subcontractor will conduct semi-annual compliance reviews and report to Primary Contractor.

**B. Adult Residential**

**Performance Indicators:**

- Residential Treatment Services must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes evidence-based screening tools for substance abuse and co-occurring problems, along with the American Society of Addiction Medicine (ASAM)-based determination of treatment modality, an initial treatment plan. Residential treatment must include a comprehensive treatment plan.
- Individuals in residential treatment must be provided services listed below:
  - a. Individual counseling,
  - b. Group counseling,
  - c. Support network involvement/Family counseling,
  - d. Psychoeducation, and
  - e. Discharge/aftercare planning in conjunction with Primary Contractor's care coordinator.
- It may also include periodic drug testing.
- Residential Treatment services must include twenty-eight (28) hours of structured treatment weekly provided over the course of at least six (6) days a week.
- Residential treatment includes room and board.

**C. Adolescent Residential**

**Performance Indicators:**

- Residential Treatment Services must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes evidence-based screening tools for substance abuse and co-occurring problems, along with the American Society of Addiction Medicine (ASAM)-based determination of treatment modality, an initial treatment plan. Residential treatment must include a comprehensive treatment plan.

- Adolescents involved in substance abuse treatment must have a least one (1) counseling session per month that involves a parent or legal guardian.
- Individuals in residential treatment must be provided services listed below:
  - a. Individual counseling,
  - b. Group counseling,
  - c. Support network involvement/Family counseling,
  - d. Psychoeducation,
  - e. Care Coordination, and
  - f. Discharge/aftercare planning in conjunction with Primary Contractor's care coordinator.
- It may also include periodic drug testing.
- Treatment Plans for adolescents must address adolescent specific needs and issues.
- There must be a separate, identifiable organized unit providing substance abuse treatment services that represents a significant part of the continuum of therapeutic modalities comprising comprehensive substance abuse services to adolescents.
- Residential and day treatment programs must have policies and procedures that govern access to client education as required by the Arkansas Department of Education.
- Staff employed with adolescent programs will have training specific to the clients served, such as: impact of substance abuse on children; identifying domestic violence; abuse, neglect; empowering the client and families to restore family functioning; development and age appropriate behaviors; parenting skills; self-esteem; peer pressure and bullying.

#### **D. Specialized Women's Services**

##### **Performance Indicators:**

- Specialized Women's Services, (SWS), must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes evidence-based screening tools for substance abuse and co-occurring problems, along with the American Society of Addiction Medicine (ASAM)-based determination of treatment modality, an initial treatment plan. Residential treatment must include a comprehensive treatment plan.
- Individuals in residential treatment must be provided services listed below:
  - a. Individual counseling,

- b. Group counseling,
- c. Support network involvement/Family counseling,
- d. Psychoeducation, and
- e. Discharge/aftercare planning in conjunction with Primary Contractor's care coordinator.
- SWS services must also include documentation of childcare, transportation, a full range of medical treatment, housing, education/job skills training, parenting and child development training, family reunification, family education and support, and house rules.
- The program will provide room, board, and laundry facilities.
- It may also include periodic drug testing.
- Treatment services must include thirty (30) hours of structured treatment weekly.
- Employed women must attend at least fifteen (15) hours of therapeutic services.
- A family is defined by one mother and up to two children under the age of seven (7). Children in treatment with their mother must receive age appropriate therapy and medical treatment, as needed.
- The physical environment, educational and program elements, and staff qualifications must meet or exceed licensure standards as identified in the most current revision of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.
- Clients in Specialized Women's Services who have children enrolled in treatment with the client must have documented contact/interactions as outlined in the SWS section of the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs. The Contractor must also make every effort to involve children of the client living elsewhere and these efforts must be documented.
- If placement is not readily available for an individual to be determined to need SWS services, DBHS is to be notified.

#### **E. Observational Detoxification**

##### **Performance Indicators:**

- Observational Detoxification Services must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes evidence-based screening tools for substance abuse and co-occurring problems, along with the American Society of Addiction Medicine (ASAM)-based determination of treatment modality, a withdrawal risk assessment, and a stabilization plan.

- Documentation of vitals and food/fluid intake as indicated in the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs, progress notes, and discharge/aftercare planning are required. The discharge/aftercare planning must outline, at a minimum, referral for ongoing counseling, treatment, and/or recovery-oriented support services.
- RADD services must be provided by qualified staff as outlined in the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.
- RADD programs must comply with physical plant requirements specific to RADD areas as outlined in the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.

**Acceptable Performance:**

100% compliance with the performance indicators.

**Method / Frequency of Monitoring:**

A referral for admission will be sent to the subcontractor from primary contractor seeking admission within 48 hours.

**PROGRAM DELIVERABLE 8: Priority Populations**

**Performance Indicators:**

- Subcontractor will use its best efforts to provide treatment to all pregnant women within 48 hours from the date of request.
- If space is not available, Subcontractor will work with primary contract to ensure that "interim services" will be provided within 48 hours of the request, until the time of admission to treatment.
- Primary contractor has the responsibility to ensure that a client receives treatment service within fourteen (14) days of receipt of request for admission by a person identified as having intravenous drug abuse (IDU) issues. Subcontractor must use its best efforts to accept admission from Primary Contractor if requested by Primary Contractor under these circumstances.
- The subcontractor agrees to use its best efforts for persons with intravenous drug abuse to be placed in comprehensive treatment within (14) days from the date of the request for admission. Subcontractor will work with primary contract to ensure that "interim services" will be provided within 48 hours of the request, until the time of admission to treatment.

**Acceptable Performance:**

100% compliance with the performance indicators.



**Method / Frequency of Monitoring:**

Contractor and DBHS staff will conduct quarterly and annual compliance reviews.

2. The Primary Contractor shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any insurance. The payment of any deductible on any policy shall be the sole responsibility of the subcontractor providing the service.
3. Subcontractor shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.
4. Subcontractor shall provide deliverables, including reports and data as specified by the primary contractor. The failure to comply is considered a breach of contract as specified by the primary contractor could result in denial of payment until acceptable deliverables are received.
5. Subcontractor agrees that any penalties provided for in the DBHS Performance Based Contract which are attributable to the acts of the Subcontractor shall be the responsibility of the Subcontractor. Subcontractor agrees to indemnify Primary Contractor for such penalties as provided in the Contract and as provided in Section IV of this Subcontract.

II. **SPECIAL PROVISIONS**

1. Subcontractor shall be responsible for meeting the outcomes and performance standards as otherwise required by applicable law, rule or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes.
2. Subcontractor shall ensure that it will establish a grievance procedure which clients for, and recipients of, services may use to present grievances of the Subcontractors about services being provided under the Subcontractor contracts with the provider. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Primary Contractor. The subcontractor will submit a copy of the grievance procedure to the Primary Contractor. All grievances must be reported to the Primary Contractor.
3. The Subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by Primary Contractor. Before canceling services due to weather or an emergency the Subcontractor will notify the Primary Contractor beforehand and give the Primary Contractor the plan for providing services and a projected time for services to be restarted.

4. Subcontractor shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract.
5. Subcontractor shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing".

### III. METHOD OF PAYMENT

1. Primary Contractor shall pay the Subcontractor for units of service, delivered in accordance with the terms and conditions of this contract which is attached and incorporated herein as **Exhibit B, "Funding Detail"**, and subject to the availability of funds.
2. The Subcontractor shall request payment for services delivered on a monthly basis through submission of a properly completed Invoice and report within 10 days after the first day of the following month. The Primary Contractor will track the utilization of funds each month and notify the Subcontractor if they are under or over utilization of funds. If under after the first quarter the Primary Contractor will put a plan together to ensure that the funds utilization gets to where it needs to be to meet the target of billing out the contract.
3. The Primary Contractor will assess a 10% fee on all services provided for in Exhibit B. The Primary Contractor will hold this out of the amount received from total billing each month.
4. Primary Contractor shall not be required to pay subcontractors or other vendors if Primary Contractor does not receive payment for the corresponding services and materials from its Arkansas Division of Behavioral Health Services. This shall not mean that Primary Contractor is excused from payment unless Primary Contractor is not paid due to no fault of its own. Primary Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a subcontractor are a cause, in whole or in part, of a payment source's failure to pay Primary Contractor, then Primary Contractor may elect to apportion any payment received among subcontractors whose acts are not a cause for non-payment. Subcontractors shall not be subject to non-payment for reasons other than Primary Contractor's failure to receive its funding, unless the subcontractor has failed to comply with any terms in this contract.

### IV. HOLD HARMLESS

1. Subcontractor shall defend, hold harmless and indemnify the Primary Contractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Primary

Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.

2. At all times during the term of this Agreement, Subcontractor shall maintain professional liability insurance coverage for Services provided by Subcontract pursuant to this Agreement in amounts of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate.
3. To the extent not covered by the insurance required to be maintained by Subcontractor under this Agreement, Subcontractor shall hold harmless and indemnify Primary Contractor, its successors and assigns, and its medical staff members, employees and contractors, from and against any and all claims, actions, causes of action, verdicts, demands, orders, judgments, settlements, liabilities, losses, costs, obligations, damages, expenses, offsets, deductions, refunds, recoupments, or penalties (including court costs and attorney's fees) resulting from or attributable to any act or omission of Subcontractor providing any Services under this Agreement. This agreement to indemnify and hold harmless shall survive the termination or expiration of the Agreement for any reason.

#### V. ASSIGNMENTS AND SUBCONTRACTORS

Subcontractor may not assign the responsibility of the Contract to another party or subcontract any of the work contemplated under this Subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Primary Contractor. No such approval shall obligate the Primary Contractor for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Primary Contractor deems necessary.

#### VI. TERMINATION

Conditions governing the termination of this Subcontract include:

1. Termination at Will. Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this contract, at the discretion of the Primary Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.
2. Termination for Lack of Funds. Termination for lack of funds, when such termination has been affected on the Primary Contractor by Arkansas Division of Behavioral Health Services this shall be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.
3. Termination for Cause. Termination for cause, breach or non-performance may be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of contract shall be made by the

Primary Contractor's Executive Director. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
  - b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
  - c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.
4. Continuation of Services. The Primary Contractor shall work with the Subcontractor prior to cancellation date to ensure all client needs are identified and appropriate placements and transportation needs has been arranged. The Subcontractor shall maintain communication with the Primary Contractor on the process of transferring client until all clients are placed.

**VII. CURATIVE CLAUSE**

Any disputes concerning performance of this contract that cannot be resolved informally shall be reduced to writing and delivered to the Executive Director of the Primary Contractor requesting resolution. If the Executive Director fails to resolve the dispute, the Primary Contractor and Subcontractor agree to seek independent mediation in an attempt to resolve the dispute. The mediation shall not be binding. The cost of mediation will be paid for by the Subcontractor and the selection of the mediator is at the sole discretion of the Primary Contractor.

**VIII. SEVERABILITY**

This Agreement shall be deemed severable. The invalidity or unenforceability of any term or provision of this Agreement shall not render this Agreement or any other term or provision hereof unenforceable.

**IX. EFFECTIVE AND ENDING DATES**

This contract shall be effective on July 1, 2018. It shall end at midnight, local time in Jonesboro, Arkansas, on June 30, 2018.

By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this 16 page contract to be executed on the date and year below.

**PRIMARY CONTRACTOR**

Northeast Arkansas Community  
Mental Health Center, Inc.  
Mid-South Health Systems, Inc.

and

**SUBCONTRACTOR**

Quapaw House, Inc.

Approved by: RA Doran  
Witness: Kim Brown  
Date: July 25, 2018

Approved by: Cathy Brown  
Witness: Jessie Ellis  
Date: July 25, 2018

RATE SCHEDULE

Substance Abuse Treatment Services and Rates

Services	Daily Limit	Annual Limit	Unit	Rate
Intake/Assessment (Must include screening and treatment plans)	N/A	2 units	Each Assessment	\$200.00
Individual Counseling	4 units	48 units	15 minutes	\$14.30
Group Counseling	8 units	600 units	15 minutes	\$4.40
Family Counseling	6 units	48 units	15 minutes	\$14.30
Care Coordination	4 units	48 units	15 minutes	\$10.83
Periodic drug testing (Limited to Juvenile Drug Court program)	N/A	24 units	Procedure	\$20.77
Partial Day Treatment Services	N/A	180 units	One day	\$52.00
Observational Detoxification	N/A	4 admissions	Each Admission (minimum of 24 hours per admission)	\$250.00
Residential Treatment Services	N/A	40 units	One day	\$74.00
Residential Treatment Services for Adolescents	N/A	60 units	One day	\$194.00
Specialized Women's Services	N/A	120 units	One day	\$120.00

All limits listed in the above table are on a per client, per region basis.  
 Extensions may be granted upon approval from DBHS.

## SUBCONTRACT BETWEEN

Harbor House, Inc.

AND

Quapaw House, Inc.

**THIS CONTRACT** is entered into by and between HARBOR HOUSE, INC. hereinafter referred to as the "Primary Contractor" and QUAPAW HOUSE, INC., hereinafter referred to as the "Subcontractor", for Region 8 in the State of Arkansas.

**Purpose:** The purpose of this agreement is to delineate areas of responsibilities/willingness and ability to perform duties described in the contract for the delivery of Residential Adolescent Substance Abuse Treatment Services as well as Specialized Women's Services (SWS) Residential Treatment Services within the Region 8 catchment area as defined by Arkansas Division of Behavioral Health Services. The Primary Contractor agrees to provide the Subcontractor with a copy of all Terms and Conditions included in the Professional Services Contract executed with DHS. Subcontractor agrees to adhere to those Terms and Conditions.

**FOR AND IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Primary Contractor and the Subcontractor agree as follows:

### **A. Services to be Provided**

The Subcontractor is responsible for providing Residential Adolescent Substance Abuse Treatment Services as well as Specialized Women's Services (SWS) Residential Treatment Services within Region 8 as defined by the State of Arkansas Division of Behavioral Health Services from October 1, 2018 through June 30, 2019 due to the lack of access to a capable facility within Region 8 serviced by the Primary Contractor.

### **Specific Subcontractor obligations under this contract require that the Subcontractor:**

1. Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to Arkansas Division of Behavioral Health Services, CARF International, Arkansas Department of Human Services and Arkansas Division of Children and Family Services.
2. Shall ensure that the location of subcontractor's services and the days and times where services are being provided will be as specified to the contractor. The provider shall notify

the primary contractor, in writing, of any changes in locations, days, and/or times where services are being provided. The subcontractor will secure and maintain all necessary authority and licenses to provide the services listed in this subcontract.

3. Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards.

4. Shall ensure that all Clients under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions set forth by this contract and that all Clients meet eligibility criteria before receiving treatment services. All Clients under this subcontract must be screened by the primary contractor before services can be offered by the Subcontractor. Once screened for eligibility the primary contractor will send over referral information to the Subcontractor to setup intake and assessment. The Subcontractor will upon intake fax/scan and email over to the primary contractor the income eligibility verification showing that the Client is eligible for services if this was not verified in person by the primary contractor before the intake.

5. Shall abide by the performance measures outlined within the primary contract for the provision of substance abuse treatment services between the State of Arkansas and the Primary Contractor.

6. The Primary Contractor shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any insurance. The payment of any deductible on any policy shall be the sole responsibility of the subcontractor providing the service.

7. Shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.

8. Shall provide deliverables, including reports and data as specified by the primary contractor. The failure to comply is considered a breach of contract as specified by the primary contractor could result in denial of payment until acceptable deliverables are received.



## **B. Special Provisions**

1. Shall be responsible for meeting the outcomes and performance standards as otherwise required by applicable law, rule or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes.
2. Shall ensure that it will establish a grievance procedure which all recipients of services may use to present grievances of the Subcontractors about services being provided under the Subcontractor contracts with the provider. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Primary Contractor. The subcontractor will submit a copy of the grievance procedure to the Primary Contractor. All grievances must be reported to the Primary Contractor.
3. Shall comply with procedures for Incident Reporting to DBHS and will copy all incident reports to the Primary Contractor.
4. The subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by Primary Contractor. Before canceling services due to weather or an emergency the Subcontractor will notify the Primary Contractor beforehand and give the Primary Contractor the plan for providing services and a projected time for services to be restarted.
5. Shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract.
6. Shall submit to the Primary Contractor two copies of their annual financial audit at the end of each fiscal year.
7. Shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing".

### **C. Method of Payment**

1. Primary Contractor shall pay the Subcontractor for all qualified services delivered in accordance with the terms and conditions of this subcontract, at the unit price specified within the contract between the Primary Contractor and the State of Arkansas for Substance Abuse Treatment Services and subject to the availability of funds.
2. The Subcontractor shall request payment for services delivered on a monthly basis through submission of a properly completed Invoice and report within 3 days after the first day of the following month. The Primary Contractor will track the utilization of funds each month and notify the Subcontractor if they are under or over utilization of funds. If under after the first quarter the Primary Contractor will put a plan together to ensure that the funds utilization gets to where it needs to be to meet the target of billing out the contract.
3. The Subcontractor shall participate in a Subcontractor Administrative Fee that will be assessed at issuance of the Subcontractor reimbursement payment. This fee will not exceed 10% of the total billed by the Subcontractor payable to the Primary Contractor. The Primary Contractor will hold this out of the amount received from total billing each month.
4. Primary Contractor shall not be required to pay subcontractors or other vendors if Primary Contractor does not receive payment for the corresponding services and materials from its Arkansas Division of Behavioral Health Services. This shall not mean that Primary Contractor is excused from payment unless Primary Contractor is not paid due to no fault of its own. Primary Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a subcontractor are a cause, in whole or in part, of a payment source's failure to pay Primary Contractor, then Primary Contractor may elect to apportion any payment received among subcontractors whose acts are not a cause for non-payment. Subcontractors shall not be subject to non-payment for reasons other than Primary Contractor's failure to receive its funding, unless the subcontractor has failed to comply with any terms in this contract.
5. In the event that a program deliverable and/or performance indicator is found to be out of compliance, the Primary Contractor will determine the responsible party for the insufficient performance as cited by DBHS. At that time, the total amount of the financial penalty assessed to the Primary Contractor's monthly billing statement will become the obligation of the responsible party. If the responsible party is determined to be the subcontractor, the Primary Contractor will retain the full amount of the assessed penalty from the next monthly payment to the Subcontractor. If the total penalty exceeds the monthly payment to the subcontractor, the Primary Contractor will deduct the remaining balance of the penalty from subsequent monthly payments to the subcontractor until the full amount is obtained and the penalty is paid in full.

6. Name and address of Payee:

Quapaw House, Inc.  
ATTN: Accounts Receivable  
P.O. Box 3450  
Hot Springs, Arkansas 71914

**D. Hold Harmless**

Subcontractor shall defend, hold harmless and indemnify the Primary Contractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Primary Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.

Primary Contractor shall defend, hold harmless and indemnify the Subcontractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Subcontractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Primary Contractor or its agents, representatives and/or employees.

**E. Assignments and Subcontractors**

Subcontractor may not assign the responsibility of the Contract to another party or subcontract any of the work contemplated under this Subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Primary Contractor. No such approval shall obligate the Primary Contractor for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Primary Contractor deems necessary.

**F. Termination**

Conditions governing the termination of this Subcontract include:

1. Termination at Will. Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this contract, at the shall of the Primary Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.

2. Termination for Lack of Funds. Termination for lack of funds, when such termination has been affected on the Primary Contractor by Arkansas Division of Behavioral Health Services this shall be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.

3. Termination for Cause. Termination for cause, breach or non-performance may be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of contract shall be made by the Primary Contractor's Board of Directors. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
- b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
- c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.

4. Continuation of Services. The Primary Contractor (Network Development and Clinical Services) shall work with the current subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The subcontractor shall maintain communication with the Primary Contractor on the process of transferring consumers until all consumers are placed.

#### **G. Curative Clause**

Any disputes concerning performance of this contract that cannot be resolved informally shall be reduced to writing and delivered to the President of the Primary Contractor's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute as described, the Primary Contractor and Subcontractor agree to seek independent mediation and to accept and abide by the findings of the mediator as the

final recourse. The cost of mediation will be paid for by the Subcontractor and the selection of the mediator is at the sole discretion of the Primary Contractor.

**H. Effective and Ending Dates**

This contract shall begin on October 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Hot Springs, Arkansas, on June 30, 2019.

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By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this Z page contract to be executed on the date and year below.

**PRIMARY CONTRACTOR**

**SUBCONTRACTOR**

Harbor House, Inc.

Quapaw House, Inc.

Approved by: [Signature]

Approved by: [Signature]

Witness: \_\_\_\_\_

Witness: Jessica Ellis

Date: 10/11/2018

Date: 10/1/2018

## SUBCONTRACT BETWEEN

Counseling Associates, Inc.

AND

Quapaw House, Inc.

**THIS CONTRACT** is entered into by and between COUNSELING ASSOCIATES, INC. hereinafter referred to as the "Primary Contractor" and QUAPAW HOUSE, INC., hereinafter referred to as the "Subcontractor", for Region 1 in the State of Arkansas.

**Purpose:** The purpose of this agreement is to delineate areas of responsibilities, willingness and ability to perform duties described in the contract for the delivery of Substance Abuse Treatment Services within the Region 2 catchment area as defined by Arkansas Division of Behavioral Health Services. The Contractor agrees to provide the Subcontractor with a copy of all Terms and Conditions included in the Professional Services Contract executed with DHS. Subcontractor agrees to adhere to those Terms and Conditions.

**FOR AND IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Primary Contractor and the Subcontractor agree as follows:

### **A. Services to be Provided**

The Subcontractor is responsible for providing Adult, Adolescent and Specialized Women's Services Residential substance abuse treatment services from within Region 5 as defined by the State of Arkansas Division of Behavioral Health Services from October 1, 2018 through June 30, 2019.

### **Specific Subcontractor obligations under this contract require that the Subcontractor:**

1. Shall be knowledgeable of and fully comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to Arkansas Division of Behavioral Health Services, CARF International, Arkansas Department of Human Services and Arkansas Division of Children and Family Services.
2. Shall ensure that the location of subcontractor's services and the days and times where services are being provided will be as specified to the contractor. The provider shall notify

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the primary contractor, in writing, of any changes in locations, days, and/or times where services are being provided. The subcontractor will secure and maintain all necessary authority and licenses to provide the services listed in this subcontract.

3. Shall comply with the staffing qualifications and requirements (including background screening), required by this Subcontract and as required by applicable law, rule or regulations, including without limitation, the regulations of the Arkansas Division of Behavioral Health Services Licensure Standards and CARF International Standards.

4. Shall ensure that all Clients under this Subcontract are eligible, that services provided are allowable and that documentation is consistent with and maintained in accordance with the conditions set forth by this contract and that all Clients meet eligibility criteria before receiving treatment services. All Clients under this subcontract must be screened by the primary contractor before services can be offered by the Subcontractor. Once screened for eligibility the primary contractor will send over referral information to the Subcontractor to setup intake and assessment. The Subcontractor will upon intake fax/scan and email over to the primary contractor the income eligibility verification showing that the Client is eligible for services if this was not verified in person by the primary contractor before the intake.

5. Shall ensure that the subcontractor follows the following performance measures:

6. The Primary Contractor shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any insurance. The payment of any deductible on any policy shall be the sole responsibility of the subcontractor providing the service.

7. Shall comply with all confidentiality and non-disclosure requirements required by applicable law, rule or regulation. Further, each party shall not use or disclose to any unauthorized person any information relating to the business or affairs of the other party or of any qualified individual, except pursuant to the express written consent of the other party or the qualified individual, as applicable, court order, or as required by law, rule or regulation.

8. Shall provide deliverables, including reports and data as specified by the primary contractor. The failure to comply is considered a breach of contract as specified by the primary contractor could result in denial of payment until acceptable deliverables are received.

## **B. Special Provisions**

1. Shall be responsible for meeting the outcomes and performance standards as otherwise required by applicable law, rule or regulation. If outcomes are not met, technical assistance will be offered to include recommendations to assist Subcontractor in meeting outcomes.
2. Shall ensure that it will establish a grievance procedure which clients for, and recipients of, services may use to present grievances of the Subcontractors about services being provided under the Subcontractor contracts with the provider. If the grievances are not resolved at this level of authority, the Subcontractors will refer them to the Primary Contractor. The subcontractor will submit a copy of the grievance procedure to the Primary Contractor. All grievances must be reported to the Primary Contractor.
3. Shall comply with procedures for Incident Reporting to DBHS and will copy all incident reports to the Primary Contractor.
4. The subcontractor will submit a copy of their disaster plan and will be responsible for implementing the plan in case of emergencies and/or disasters when notified by Primary Contractor. Before canceling services due to weather or an emergency the Subcontractor will notify the Primary Contractor beforehand and give the Primary Contractor the plan for providing services and a projected time for services to be restarted.
5. Shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract.
6. Shall submit to the Primary Contractor two copies of their annual financial audit.
7. Shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf and Hard-of-Hearing".

## **C. Method of Payment**

1. Primary Contractor shall pay the Subcontractor for all qualified services delivered in accordance with the terms and conditions of this subcontract, at the unit price specified



within the contract between the Primary Contractor and the State of Arkansas for Substance Abuse Treatment Services and subject to the availability of funds.

2. The Subcontractor shall request payment for services delivered on a monthly basis through submission of a properly completed Invoice and report within 3 days after the first day of the following month. The Primary Contractor will track the utilization of funds each month and notify the Subcontractor if they are under or over utilization of funds. If under after the first quarter the Primary Contractor will put a plan together to ensure that the funds utilization gets to where it needs to be to meet the target of billing out the contract.

3. The Subcontractor shall participate in a Subcontractor Administrative Fee that will be assessed at issuance of the Subcontractor reimbursement payment. This fee will not exceed 10% of the total billed by the Subcontractor payable to the Primary Contractor. The Primary Contractor will hold this out of the amount received from total billing each month.

4. Primary Contractor shall not be required to pay subcontractors or other vendors if Primary Contractor does not receive payment for the corresponding services and materials from its Arkansas Division of Behavioral Health Services. This shall not mean that Primary Contractor is excused from payment unless Primary Contractor is not paid due to no fault of its own. Primary Contractor may make partial payments to the extent it receives partial funding. In the event the acts or omissions of a subcontractor are a cause, in whole or in part, of a payment source's failure to pay Primary Contractor, then Primary Contractor may elect to apportion any payment received among subcontractors whose acts are not a cause for non-payment. Subcontractors shall not be subject to non-payment for reasons other than Primary Contractor's failure to receive its funding, unless the subcontractor has failed to comply with any terms in this contract.

5. In the event that a program deliverable and/or performance indicator is found to be out of compliance, the Primary Contractor will determine the responsible party for the insufficient performance as cited by DBHS. At that time, the total amount of the financial penalty assessed to the Primary Contractor's monthly billing statement will become the obligation of the responsible party. If the responsible party is determined to be the subcontractor, the Primary Contractor will retain the full amount of the assessed penalty from the next monthly payment to the Subcontractor. If the total penalty exceeds the monthly payment to the subcontractor, the Primary Contractor will deduct the remaining balance of the penalty from subsequent monthly payments to the subcontractor until the full amount is obtained and the penalty is paid in full.

6. Name and address of Payee:

Quapaw House, Inc.  
ATTN: Accounts Receivable  
P.O. Box 3450  
Hot Springs, Arkansas 71914

**D. Hold Harmless**

Subcontractor shall defend, hold harmless and indemnify the Primary Contractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Primary Contractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Subcontractor or its agents, representatives and/or employees.

Primary Contractor shall defend, hold harmless and indemnify the Subcontractor from any and all liability, loss, claims, damages, costs, attorney's fee and expenses Subcontractor may sustain, incur or be required to pay either by reason of the loss or improper use of any moneys disbursed or to be disbursed hereunder to fraud, defalcation or dishonesty on the part of any person represented or employed by the Primary Contractor or its agents, representatives and/or employees.

**E. Assignments and Subcontractors**

Subcontractor may not assign the responsibility of the Contract to another party or subcontract any of the work contemplated under this Subcontract, unless so specified in an attachment, or unless the Subcontractor obtains the prior written approval of Primary Contractor. No such approval shall obligate the Primary Contractor for more than the total dollar amount stated in this Subcontract. All such assignments and subcontracts shall be subject to the conditions of this Subcontract and to any conditions Primary Contractor deems necessary.

**F. Termination**

Conditions governing the termination of this Subcontract include:

1. Termination at Will. Either party providing thirty (30) days written notification, unless a lesser time is mutually agreed upon in writing, shall accomplish termination of this contract, at the shall of the Primary Contractor or the Subcontractor, without cause. That notification shall be delivered by certified mail, return receipt requested.

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2. Termination for Lack of Funds. Termination for lack of funds, when such termination has been affected on the Primary Contractor by Arkansas Division of Behavioral Health Services this shall be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice in writing delivered to the Subcontractor by certified mail, return receipt requested.

3. Termination for Cause. Termination for cause, breach or non-performance may be accomplished by the Primary Contractor with no less than twenty-four (24) hour notice delivered to the Subcontractor by certified mail, return receipt requested. The determination of cause, breach or non-performance of contract shall be made by the Primary Contractor's Board of Directors. Termination for cause may include any of the following events:

- a. If Subcontractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Subcontractor's ability to perform the services under this Subcontract.
- b. If Subcontractor (or its officers or directors) is convicted of or pleads guilty, no contest or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.
- c. If the Subcontractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed with 120 days after the commencement thereof.

4. Continuation of Services. The Primary Contractor (Network Development and Clinical Services) shall work with the current subcontractor prior to cancellation date to ensure all consumer needs are identified and appropriate placements and transportation needs has been arranged. The subcontractor shall maintain communication with the Primary Contractor on the process of transferring consumers until all consumers are placed.

#### **G. Curative Clause**

Any disputes concerning performance of this contract that cannot be resolved informally shall be reduced to writing and delivered to the President of the Primary Contractor's Board of Directors requesting resolution through Board action. When the Board action fails to resolve the dispute as described, the Primary Contractor and Subcontractor agree to

seek independent mediation and to accept and abide by the findings of the mediator as the final recourse. The cost of mediation will be paid for by the Subcontractor and the selection of the mediator is at the sole discretion of the Primary Contractor.

**H. Effective and Ending Dates**

This contract shall begin on October 1, 2018, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Hot Springs, Arkansas, on June 30, 2019.

By signing the contract, the parties agree that they have read and agree to the entire contract.

THE PARTIES HERETO by and through their dually authorized representatives, whose signatures appear below, have caused this 7 page contract to be executed on the date and year below.

**PRIMARY CONTRACTOR**

**SUBCONTRACTOR**

Counseling Associates, Inc.

Quapaw House, Inc.

Approved by: Benjamin Davis

Approved by: Craig [Signature]

Witness: Shelia Isby

Witness: Jessica [Signature]

Date: 10-8-18

Date: 10/1/2018

*Note*

Internal Revenue Service  
District Director

Department of the Treasury

Date: APR 04 1983

Our Letter Dated:  
August 18, 1981  
Person to Contact:  
EO Technical Assistant  
Contact Telephone Number:  
(214) 767-2728  
EO:7215:MW

Quapaw House, Inc.  
400 Quapaw Avenue  
Hot Springs, AR 71901

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

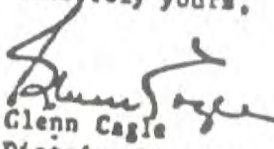
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

  
Glenn Cagle  
District Director

CINCINNATI OH 45999-0038

In reply refer to: 0248254921  
Dec. 03, 2015 LTR 4168C 0  
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BODC: TE

QUAPAW HOUSE INC  
% SPMI  
812 MOUNTAIN PINE RD  
HOT SPRINGS AR 71913

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Employer ID Number: 71-0545718  
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Nov. 23, 2015, regarding your tax-exempt status.

We issued you a determination letter in April 1981, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) 3.

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

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Dec. 03, 2015 LTR 4168C 0  
71-0545718 000000 00  
00028616

QUAPAW HOUSE INC  
% SPMI  
812 MOUNTAIN PINE RD  
HOT SPRINGS AR 71913

Sincerely yours,

*Doris P. Kenwright*

Doris Kenwright, Operation Mgr.  
Accounts Management Operations 1

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STATE OF ARKANSAS  
DEPARTMENT OF FINANCE AND ADMINISTRATION

Sales and Use Tax Permit

QUAPAW HOUSE, INC.  
QUAPAW HOUSE  
500 QUAPAW AVE  
HOT SPRINGS NATIONAL PARK, AR 71901-5125

Account ID: 00070187-SLS  
Site Permit ID: 070187-84-001  
Date Issued: July 14, 2011  
Date Opened: June 1, 1980  
Business Type: Corporation

NAICS: 62211 General Medical and Surgical Hospitals  
Legal Name/Owner(s): QUAPAW HOUSE, INC.

This business is exempt from sales tax only for the purchases of goods to be sold in the normal course of business.

This permit is valid until it is cancelled and surrendered by the permit holder or revoked by the Director of the Department of Finance and Administration.

This permit must be surrendered to the Director if this business is sold, discontinued or location is changed.

When this permit is surrendered for any of the above reasons, the business must report and pay any sales or use tax plus any penalties or interest that is owed. Failure to pay these taxes may result in a lien being placed against the stock and fixtures of this business and is enforceable against purchasers and third parties.

\*\* Permit must be displayed in a prominent place in your business \*\*

PERMIT IS NONTRANSFERABLE

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**ATTACHMENT D**

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.

**PROFESSIONAL SERVICES CONTRACT  
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

**Legal Considerations**

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract 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.

**Financial Terms of the Contract**

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

\*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement \*\*Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None \*\*\*Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs

covered by this agreement.

**Donation of Property:** Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

**Third Party In-Kind Contributions.** Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

**Funds Transfer:** Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

#### Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

#### Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both 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. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

#### Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work

- terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
  - With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
  - Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
  - Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
  - Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

#### Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

#### Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of

- its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
  - The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

#### Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

#### Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

#### Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: [dhs-it-security@arkansas.gov](mailto:dhs-it-security@arkansas.gov).

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for

six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

#### Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

#### Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

#### Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that 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 the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

#### Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services  
Office of Policy & Legal Services Audit Section  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437

#### Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

#### Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

#### Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

#### Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

#### Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to

be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

#### **Attorney's Fees**

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **Liability**

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

#### **Records Retention**

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

#### **Access to Contractor's Records**

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

#### **Ownership of Documentation**

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

#### **Disclosure**

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 State 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 Department under the provisions of existing law.

#### **Set-Off**

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

#### **State and Federal Laws**

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically

amended to comply with the newly enacted statute or regulation as of its effective date.

#### Accessibility Act 1227 of 1999

**TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar



state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, and then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

#### Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

#### Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

#### Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

#### Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

**Survival of Rights and Obligations**

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

**Notices**

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

PO Box 3450  
 \_\_\_\_\_  
 (address)  
 \_\_\_\_\_  
 Hot Springs, AR 71914  
 \_\_\_\_\_  
 Attention: Casey Bright  
 \_\_\_\_\_

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

**DHS Division of Medical Services**  
 Attention: Dawn Stehle, DMS Director  
 P.O. Box 1437, Slot S401  
 Little Rock, AR 72203-1437

**Severability of Provisions**

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

**Certification Regarding Lobbying:**

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 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, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

**Certification Regarding Debarment**

The Contractor, as a lower tier recipient of \$25,000.00 or more in 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 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

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- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- 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.

The prospective lower tier participant further agrees by submitting this proposal 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.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

#### Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment;
- Promotion;
- Demotion or transfer;
- Recruitment or recruitment advertising;
- Layoff or termination;
- Rates of pay or other forms of compensation; and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.