



Response to

Request for Qualification

Bid Number: 710-19-1024

Crisis and Forensic Mental Health Services

CMHC Region 1

(Garland, Hot Spring, Clark, Pike & Montgomery counties)

Department of Human Services

Division of Aging, Adult and Behavioral Health Services

BID OPENING DATE: March 15, 2019

BID OPENING TIME: 10:00_{AM} CDT

Vendor Name & Return Address:

Quapaw House, Inc.

PO Box 3450

Hot Springs, AR 71914

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State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203
501-320-6511

ADDENDUM 1

DATE: February 25, 2019

SUBJECT: 710-19-1024 Crisis and Forensic Mental Health Services

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

Change of specification(s)

_____ Additional specification(s)

_____ Change of bid opening date and time

_____ Cancellation of bid

Other – Removing the following language from section 2.3.2 C, page 26, of the RFQ.

* Information provided on forensic services is under review and may be subject to revision for future posting.

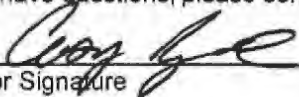
BID OPENING DATE AND TIME

Bid opening date and time will not be changed.

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at nawania.williams@dhs.arkansas.gov or 501-320-6511

Vendor Signature



3/11/2019

Date

Quapaw House, Inc.

Company

SELECTION OF REGIONS

Instructions: Bidder may submit proposals for up to two regions indicated in Attachment G: Map of Regions. Bidder must list selected regions in order of preference using the table below.

NOTICE TO BIDDERS: Bidders submitting proposals for multiple regions and who do not assign preference rankings for all regions bid may be awarded a region at the discretion of DHS.

| Bidder Preference | Region by Number (as shown in Attachment G: Map of Regions) |
|-------------------------------------|---|
| First (1 st) Choice | Region #: 1 |
| Second (2 nd) Choice | Region #: 9 |
| Third (3 rd) Choice | Region #: |
| Fourth (4 th) Choice | Region #: |
| Fifth (5 th) Choice | Region #: |
| Sixth (6 th) Choice | Region #: |
| Seventh (7 th) Choice | Region #: |
| Eighth (8 th) Choice | Region #: |
| Ninth (9 th) Choice | Region #: |
| Tenth (10 th) Choice | Region #: |
| Eleventh (11 th) Choice | Region #: |
| Twelfth (12 th) Choice | Region #: |

SIGNATURE PAGE

Type or Print the following information.

| PROSPECTIVE CONTRACTOR'S INFORMATION | | | | |
|--|---|--|---|---|
| Company: | Quapaw House, Inc. | | | |
| Address: | 505 West Grand Avenue | | | |
| City: | Hot Springs | State: | AR | Zip Code: 71901 |
| Business Designation: | <input type="checkbox"/> Individual <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation | <input type="checkbox"/> Public Service Corp <input checked="" type="checkbox"/> Nonprofit | |
| Minority and Women-Owned Designation*: | <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> African American | <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American | <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned |
| | AR Certification #: _____ | | * See <i>Minority and Women-Owned Business Policy</i> | |

| PROSPECTIVE CONTRACTOR CONTACT INFORMATION | | | |
|---|--------------------------------|------------------|----------------|
| <i>Provide contact information to be used for bid solicitation related matters.</i> | | | |
| Contact Person: | Casey Bright | Title: | CEO |
| Phone: | (501) 623-3700 | Alternate Phone: | (501) 617-8143 |
| Email: | caseybright@quapawhouseinc.org | | |

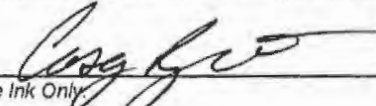
| CONFIRMATION OF REDACTED COPY |
|---|
| <input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. |
| <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i> |

| ILLEGAL IMMIGRANT CONFIRMATION |
|--|
| By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract. |

| ISRAEL BOYCOTT RESTRICTION CONFIRMATION |
|---|
| By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. |
| <input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel. |

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:

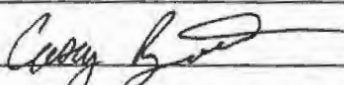
Authorized Signature:  Title: CEO
Use Ink Only

Printed/Typed Name: Casey Bright Date: 3/5/2019

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

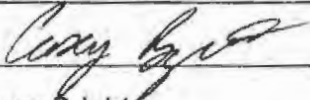
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | Quapaw House, Inc. | Date: | 3/5/2019 |
| Authorized Signature: |  | Title: | CEO |
| Print/Type Name: | Casey Bright, CEO | | |

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

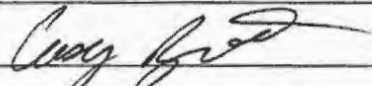
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | Quapaw House, Inc. | Date: | 3/5/2019 |
| Authorized Signature: |  | Title: | CEO |
| Print/Type Name: | Casey Bright | | |

SECTION 3,4,5 - VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements shall cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | Quapaw House, Inc. | Date: | 3/5/2019 |
| Authorized Signature: |  | Title: | CEO |
| Print/Type Name: | Casey Bright | | |

PROPOSED SUBCONTRACTORS FORM

- Do not include additional information relating to subcontractors on this form or as an attachment to this form.

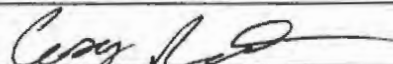
PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

| Subcontractor's Company Name | Street Address | City, State, ZIP |
|------------------------------|----------------|------------------|
| | | |
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| | | |

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

By signature below, vendor agrees to and shall fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

| | | | | |
|------------------------------|---|--------------|---------------|-----|
| Vendor Name: | Quapaw House, Inc. | Date: | 3/5/2019 | |
| Authorized Signature: |  | | Title: | CEO |
| Print/Type Name: | Casey Bright | | | |

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

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

SUBCONTRACTOR: YES NO **SUBCONTRACTOR NAME:** Quapaw House, Inc. **Contractor for which this is a subcontractor:** _____
Estimated dollar amount of subcontract: _____

TAXPAYER ID NAME: 71-0545718 **IS THIS FOR:** Goods? Services Both?
YOUR LAST NAME: Bright **FIRST NAME:** Casey **MI:** J
ADDRESS: PO Box 3450
CITY: Hot Springs **STATE:** AR **ZIP CODE:** 71914 **COUNTRY:** UNITED STATES OF AMERICA

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

FOR INDIVIDUALS*

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

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

None of the above applies

FOR A VENDOR (BUSINESS)*

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

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

None of the above applies

* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature Casey Bright Title CEO Date 3/5/19
Vendor Contact Person Casey Bright Title CEO Phone No. (501) 623-3700

AGENCY USE ONLY

Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____



Policy Title: Leadership
Section: Response to Diversity I.A.(2)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

June 2016

Policy

QHI's Leadership recognizes and responds to the diversity of its stakeholders with respect to culture, age, race, gender, sexual orientation, spiritual beliefs, socioeconomic status, and language.

Procedure

A. Service Statement

1. *QHI* stakeholders represent a culturally diverse population that includes members of:
 - a. Various races;
 - b. Ethnic groups;
 - c. Persons who acknowledge mixed-race ancestry;
 - d. Persons impacted by poverty;
 - e. Stakeholders with varied sexual orientations; and
 - f. Stakeholders who adhere to a variety of spiritual beliefs and practices.
2. *QHI's* fulfillment of its mission requires that personnel and Board members are able to recognize, respect, and address the unique needs, thoughts, communication styles, and other characteristics of stakeholders' cultural contexts.

B. Diversity Plan

1. *QHI's* Board President and Director ensure that the mix of Board members and employees reflect *QHI* stakeholders':
 - a. Culture,
 - b. Age,
 - c. Gender,
 - d. Sexual orientation,
 - e. Spiritual beliefs,
 - f. Socio-economic status, and
 - g. Language.
2. This policy does not require any ratios of Board or staff members be based on such considerations.
3. The Director:
 - a. Ascertains and records for each member of the Board:
 - i. Gender,
 - ii. Culture,
 - iii. Spiritual beliefs,
 - iv. Socio-economic status,
 - v. Age, and
 - vi. Language.
 - b. Shares the above information with the Nominating Committee whenever appointment of Board members is under consideration;
 - c. Makes a special effort to recruit applicants from under-represented populations when hiring personnel and selecting Board members;
 - d. Ensures that employees and Board members do not discriminate among or between any stakeholders on the grounds of:
 - i. Political or religious opinions or affiliations,

- ii. Race,
 - iii. Creed,
 - iv. National origin,
 - v. Gender,
 - vi. Age,
 - vii. Ethnicity,
 - viii. Disability,
 - ix. Sexual preference,
 - x. Spiritual beliefs or practices,
 - xi. Socio-economic status, or
 - xii. Language.
- a. Ensures that all employees and Board members periodically receive training on key elements of:
- i. Group identity;
 - ii. Boundaries of culturally appropriate behaviour; and,
 - iii. Identification of cultural norms that impact effectiveness of communication in situations involving persons of diverse cultures.



Policy Title: Leadership

June 2016

Section: Cultural Diversity and Competency 1.A.(8)

Effective Date: 8/1/2010

Date(s) Revised: 8/1/2011;12/12/12

Policy

QHI, as a provider of behavioral healthcare services, seeks to improve the quality of life of all persons served through a dynamic and diverse environment. *QHI* is committed to actively recruit person's representative of the cultures served for employment in the areas of leadership, management, direct care services, and support services. Through cultural competency initiatives, *QHI* employees and leadership enhance their understanding and sensitivity to cultural differences associated with race, gender, age, religious preference, ethnicity, sexual orientation, geographic regions, and socioeconomic factors.

Procedure

A. Assessment

3. *QHI* assesses the cultural characteristics of the community served through the use of demographic data obtained from, but not limited to:
 - a. Persons served and family members involved in services; and,
 - b. Local and regional demographic data available as public information.
4. *QHI* serves a culturally and spiritually diverse population that includes, but is not limited to persons of:
 - a. Various races;
 - b. Ethnic groups;
 - c. Tribes;
 - d. Varied religions and spiritual practices
 - e. Various socioeconomic status;
 - f. Mixed-race ancestry;
 - g. Varied disabilities; and
 - h. Varied sexual orientations/identification.
5. *QHI's* fulfillment of its mission requires that employees in all areas of employment reflect the populations served, to the greatest extent possible.
6. *QHI* ensures that the mix of employees in leadership, management, direct care service, and support service positions are representative of the following areas for the persons served:
 - a. Culture;
 - b. Gender;
 - c. Race;
 - d. Ethnicity;
 - e. Age;
 - f. Sexual orientation/identification;
 - g. Spiritual beliefs;
 - h. Socioeconomic status;
 - i. Disabilities; and
 - j. Language.
7. This policy does not require any ratios of staff members be based on such considerations.

B. Diversity and Cultural Competency Plan

1. The goals and objectives of *QHI's* Diversity and Cultural Competency Plan include, but are not limited to:

- a. Attract, retain and develop a diverse workforce to meet the needs of a changing work environment and marketplace;
 - b. Become the employer of choice of all groups, including women, minorities, and people with disability by attracting the finest talent available to the QHI workforce and retaining employees by providing opportunity for career development and advancement; and
 - c. Create a work environment free from harassment of any kind and based upon mutual respect for both employees and persons served.
2. Ongoing activities promoting cultural competency and diversity include, but are not limited to:
- a. Equal Opportunity Employment initiatives in hiring practices, including, but not limited to making special efforts to recruit employee applicants from under-represented populations through:
 - i. Recruiting workforce representative of local communities where QHI operated and persons are served;
 - ii. Recruitment advertising in publications targeting diverse and under-represented populations; and
 - iii. Recruiting from local schools and colleges that have high minority attendance.
 - b. Ongoing assessment of the demographic composition of the organization and the community;
 - c. Periodic agency newsletter and other printed materials that:
 - i. Promote the agency as an area employer;
 - ii. Promote services;
 - iii. Maintain the agency's sensitivity to the cultural aspects of the region; and
 - iv. Provide outreach to persons seeking employment.
 - d. Initial employee orientation and annual training for all employees in cultural competency and awareness and specific training for clinicians regarding:
 - i. Cultural competency and characteristics of the persons they serve in individual programs;
 - ii. Non-discrimination among or between any stakeholders on the grounds of:
 - a) Political or religious opinions or affiliations;
 - b) Race;
 - c) Gender;
 - d) Age;
 - e) Ethnicity;
 - f) Disability;
 - g) Sexual preference;
 - h) Socio-economic status; and
 - i) Language.
 - iii. Group identify;
 - iv. Boundaries of culturally appropriate behavior; and
 - v. Identification of cultural norms that impact effectiveness of communication in situations involving persons of diverse cultures.

C. Roles and Responsibilities

1. The Executive Director:
 - a. Guides senior managers in developing cultural competency and diversity goals;
 - b. Holds managers accountable for implementation of cultural competency and diversity plans;
 - c. Monitors the plan's process, including a revision of policies; and
 - d. Encourages employees to be involved in community and education programs, and advocating for recognition and respect for diversity in the community.

2. The Executive Director and Management:
 - a. Execute the plan;
 - b. Management coordinates communication and action strategies with employees and talk with, or informally interview, members of *QHI* regarding how they are responding to the effort; and
 - c. Management ensures that *QHI* provides all employees with an atmosphere that:
 - i. Values continuous learning, diversity, empowerment and creativity; and
 - ii. Actively supports recruitment and retention of women, minorities and people with disabilities.
 - d. Reward employees, including supervisors, who effectively serve as role models and translate the organization's value of diversity into action.
 - e. Recommend training for employees to support awareness and skills development.
 - f. Use employee feedback to assess progress with diversity initiatives.
3. Employee responsibilities are ongoing; the following list summarizes the initial steps for implementing the diversity plan; employees are encouraged to:
 - a. Be open and honest in providing feedback on how well *QHI* works with diversity;
 - b. Support the positive momentum of the diversity initiatives by communicating and celebrating success;
 - c. Work with management to define training needs and strategies and participate fully;
 - d. Assess organizational barriers and supports that affect recruiting, retention, inclusion and promotion; and
 - e. Give management feedback to assess progress with diversity initiatives by participating in the annual diversity evaluation survey.

D. Diversity Plan Evaluation

1. Although evaluation is the last phase of the diversity plan, it is also part of the ongoing cycle.
2. Evaluation continues, as will the implementation initiatives and formal and informal communication strategies.
3. Evaluation brings *QHI* to a place where it can see its successes and then create a revision for the future, with new goals and implementation initiatives regarding diversity and cultural competency.

IV GENERAL EMPLOYMENT INFORMATION AND GUIDELINES

Equal Employment Opportunity

QHI is an equal opportunity employer with a standing policy of nondiscrimination, and is in compliance with equal opportunity standards and laws of the State of Arkansas and federal government relating to nondiscrimination in employment and service delivery.

No otherwise qualified person shall be excluded from consideration for employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, sexual orientation, marital status, military participation or other protected basis.

This policy covers eligibility for and access to recruiting, hiring, training, promoting and retaining, compensation and benefits, service delivery and treatment in all of QHI centers and programs, as well as participation in volunteer services. All employees, volunteers and other associated persons are expected to support our company policy of nondiscrimination.

To assist us in complying with all applicable equal opportunity rules, regulations and guidelines, overall responsibility is assigned to Human Resources. However, all supervisors and program directors are responsible for ensuring policies and nondiscrimination practices are adhered to in their work areas. You are encouraged to discuss any perceived discrimination problems in employment or service delivery with Human Resources, or with your supervisor/program director.

QHI will seek to maintain an environment free from intimidation, discrimination, coercion or harassment, including sexual harassment. You are required to be familiar with, and comply with, this policy of prohibiting harassment in the work place. All reports of harassment will be promptly and thoroughly investigated. There will be no retaliation against anyone who, in good faith, makes a report regarding harassment or participation in an investigation.

Harassment

QHI will not tolerate abusive behavior of any kind by its employees, clients, family members or third parties and will work to provide a work environment that is free from these types of behaviors.

Harassment includes any type of behavior that is unwelcome and serves to demean or intimidate another person through actions or words. Such conduct constitutes harassment when it has the purpose or effect of substantially interfering with an individual's work performance or creates a hostile, intimidating or offensive work environment.

Bullying, while similar to harassment, typically is not unlawful. Nevertheless, bullying is unacceptable behavior and will result in corrective action. Some common verbal characteristics of bullying include: flaunting one's status or power, shouting, swearing at or using foul language, spreading gossip or rumors, blaming others, being unfairly critical, putting down others publicly, excluding or shunning certain individuals, treating others rudely, giving one silent treatment or playing pranks on others.

Discrimination is the unfair treatment, partiality or bias in the treatment of a person or group.

Harassing behaviors and discrimination may include but are not limited to, comments or actions related to a person's gender, race, color, religion, disability, ethnic or national origin, marital status, age, veteran status, generic information or other protected status, based on state and federal laws.

INFORMATION FOR EVALUATION

- Provide a detail response to each item/question in this section. Vendor may expand the space under each item/question to provide a complete response.
- Provide a detailed response for each **Region** where you are proposing services in the "region Specific Question" section.
- **Do not** include a response to "Region Specific Questions" for any Region where you are **NOT** proposing services.

E. 1 VENDOR QUALIFICATIONS

E.1.A. State the Region for which you are proposing to provide services in this Response Packet.

- The *Response Packet* herein is intended to respond to the provision of service requirements for **Region 1**, which includes Garland, Clark, Pike, Hot Spring and Montgomery Counties.

E.1.B. Provide a narrative regarding the background of your company. This shall include, but is not limited to:

a. Date established

- Quapaw House, Inc. was founded in Hot Springs, Arkansas in 1980 as a private non-profit, 501c(3) company and today represents the corporate name for a diverse collection of programs and services that provide an array of education, prevention, and behavioral health treatment for in children, adolescents and adults throughout the state of Arkansas. Quapaw House has recently expanded its operation to an additional 31 outpatient behavioral health centers as well as three additional residential centers. Across the state, Quapaw House staff provide our signature high quality services in 39 state licensed and nationally accredited locations within thirty counties. QHI is licensed by the Arkansas Department of Human Services, Division of Provider Services and Quality Assurance as well as the Division of Children and Family Services; Arkansas Community Correction; the Arkansas Department of Education; as well as several private insurance companies. Additionally, Quapaw House, Inc. has been granted three consecutive 3-year accreditations from CARF, International with the next survey scheduled for early 2020. QHI's average compliance rate across all three surveys has been higher than 95%. This level of compliance with very specific and detailed standards from an accrediting agency like CARF demonstrates the company's ability to efficiently and effectively manage programs and policies. Licensing for both DPSQA and CARF are provided immediately following this narrative.
- Quapaw House, Inc. is dedicated to compassionately providing comprehensive behavioral health prevention, treatment, and education services to clients, families and communities we serve. QHI is committed to providing high quality affordable programs that utilize a therapeutic and holistic approach that enriches the lives and quality of life of the clients served. Quapaw House, Inc. envisions being the premier behavioral healthcare and community based organization that responds to the needs of the community it serves. QHI strives for recognition for its commitment to service excellence and quality treatment that it provides to adults, adolescents, children and families in its care. QHI delivers outstanding individualized treatment with clinical care of unsurpassed quality while supporting a knowledgeable, skilled and caring professional staff.

b. List of non-profit's Board of Directors.

- a. Please see the listing of Quapaw House, Inc. Board of Director members immediately following this narrative.

c. Total number of employees.

- a. Quapaw House, Inc. currently employs 291 employees.

d. An organizational chart displaying the overall business structure.

- a. The following Organizational Chart provides a view to the diversity of services provided and delivery personnel at Quapaw House, Inc. QHI has a fundamental belief in the establishment of a strong foundation of structure and the development of leadership within that structure in an effort to strengthen the employment environment. A strong employment environment results is a therapeutic environment and experience by clients within our care.

Board of Directors Terms and Contact Information

All terms are 3 years in duration, all Exec. terms are 2 years

January, 2019

Pat Parker

President

300 Parker Point

Hot Springs, AR 71913

Caucasian Male

Ph: 501-617-2412

Email: pparker1@cablelynx.com

Member Since: January 2009

Tenure: 10 years

Term: Year 2 of 3 / Exec.: Year 2 of 2

Sector: Other Organizations (SA)

Latt Bachelor

Treasurer

100 Green Meadow Court

Hot Springs, AR 71901

Caucasian Male

Ph: 501-627-8622

Email: latt@hotspringslaw.net

Member Since: January 2009

Tenure: 10 years

Term: Year 1 of 3 / Exec.: year 2 of 2

Sector: Business

James Tom Bell

Vice President

#80 Robinwood Dr.

Little Rock, AR 72227

Caucasian Male

Ph: 501-227-5471

Email: jtbell46@yahoo.com

Member Since: January 2013

Tenure: 6 years

Term: Year 2 of 3 / Exec.: Year 2 of 2

Sector: Religious & Fraternal Orgs.

Robert Lewis

Member At Large

11 Cameronwood Lane

Little Rock, AR 72223

Caucasian Male

Ph: 501-351-5202

Email: rmlewis52@gmail.com

Member Since: October 2017

Tenure: 1 year

Term: Year 2 of 3

Sector: Other Organizations (SA)

Robert Haness

Secretary

225 Lookout Point, Apt. #A5

Hot Springs, AR 71913

Caucasian Male

Ph: 404-771-8982

Email: Rhaness811@aol.com

Member Since: October 2015

Tenure: 3 years

Term: Year 1 of 3 / Exec.: Year 1 of 2

Sector: Law Enf. and State/Local Agencies

Gigi Buhrow

Member At Large

208 Long Island Road

Hot Springs, AR 71913

Caucasian Female

Ph: 501-276-2546

Email: gigibuhrow@yahoo.com

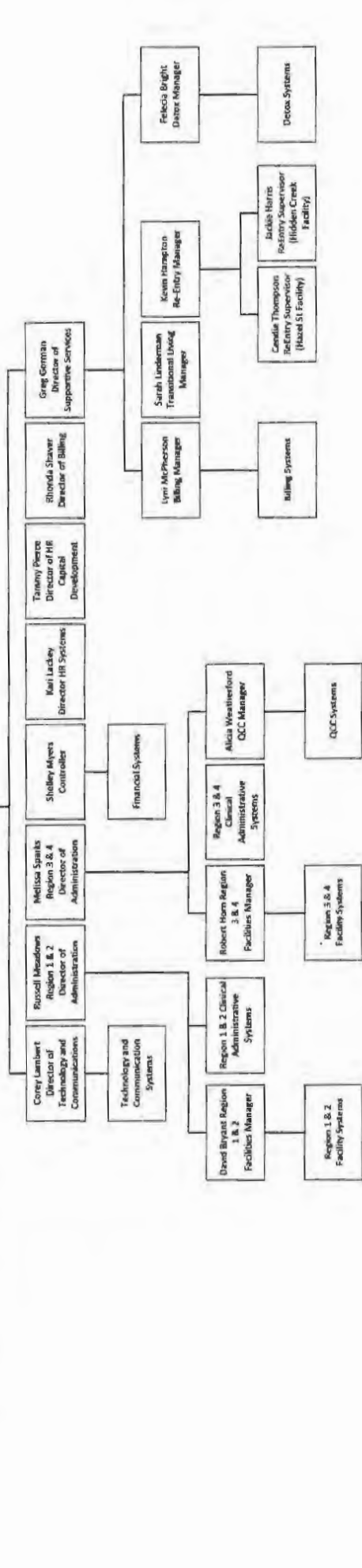
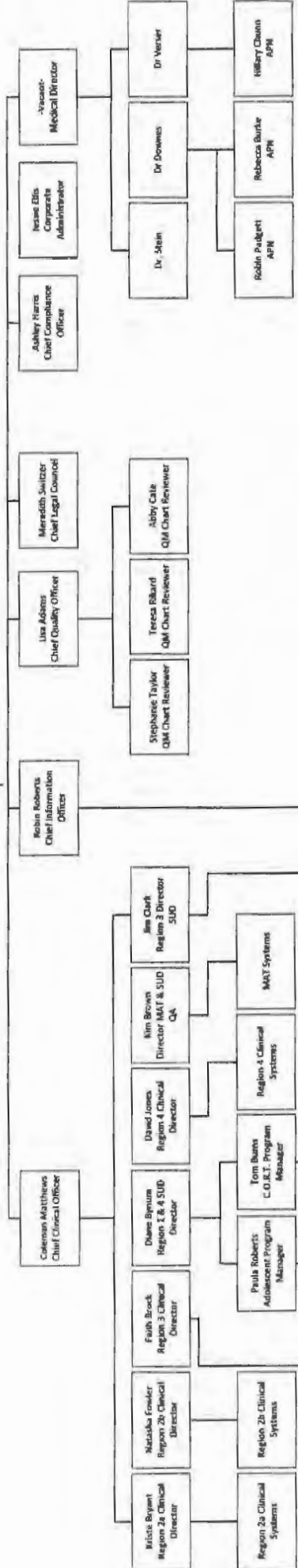
Member Since: July 2017

Tenure: 2 years

Term: Year 2 of 3

Sector: Small Business

Casey Bright
CEO



E.1.C. Past Performance: Describe your company's experience similar to that which is sought by this RFQ within the past (3) years. Included in this narrative, the Vendor shall provide:

- a. A description of the work performed, including if this work was provided for DHS.
- b. If provided under a contract:
 - i. Name of entity with whom the Vendor had/has a contract.
 - ii. Summary of the Scope of Work.
 - iii. Project amount.
 - iv. Any corrective actions or litigation pertaining to the contract.

Quapaw House, Inc. is currently contracted to provide behavioral health services with the Arkansas Department of Human Services, Divisions of Aging, Adult and Behavioral Health Programs (DAABHP); Children and Family Services; Youth Services; Procurement; and Childcare and Early Childhood Education. In addition to contracts with those state agencies, QHI also has active contracts with the University of Arkansas at Little Rock, MidSOUTH Center for Prevention and Training; U.S. District Courts, U.S. Probation Office; various county drug courts throughout the state. A complete listing of all contracts of similar experience currently active or active within the last 3 years are listed below. The project amounts are for the current fiscal year of July 1, 2018 through June 30, 2019 and do not reflect the entire historical amount awarded to Quapaw House, Inc. by the contracting agency.

- **Arkansas Department of Human Services**
 - Division of Aging, Adult and Behavioral Health Programs:
 - Drug and Alcohol Safety Education Program (DASEP):
 - Summary of Scope of Work: Provide in court evaluations to determine the need for substance abuse education or a more comprehensive assessment for treatment services as well as provide educational classes as part of the license restoration after an alcohol or drug related driving offense
 - Project Amount: \$352,687.80
 - Corrective Action or Contractual Litigation: NONE
 - Substance Abuse Treatment Services:
 - Summary of Scope of Work: Substance abuse treatment services for indigent adults, adolescents and pregnant or parenting women in both residential (including observational detoxification) and outpatient settings (including IOP, OP, Day Treatment and Aftercare)
 - Project Amount: \$1,209,074.75
 - Corrective Action or Contractual Litigation: NONE
 - State Targeted Response & State Opioid Response
 - Summary of Scope of Work: Expand availability of Medication Assisted Treatment services and access to medication and treatment programs
 - Project Amount: \$210,256.65 plus additional funding recently de-obligated from other contracted providers in order for QHI to expand this program in both Texarkana and Searcy, Arkansas.
 - Corrective Action or Contractual Litigation: NONE
 - Medical Detoxification & Court Ordered Residential Treatment (CORT)
 - Summary of Scope of Work: Provide medical detoxification for all indigent clients throughout the state of Arkansas; Provide secured residential location for involuntary commitments within Pulaski County.
 - Project Amount: \$1,083,000.00
 - Corrective Action or Contractual Litigation: NONE
 - Subcontractual Agreements with Primary Contractors
 - Summary of Scope of Work: Substance abuse treatment services for indigent adults, adolescents and pregnant or parenting women in both residential and outpatient settings depending on the primary contractor's needs and available services
 - Project Amount: %10 less than the per diem or fee for service rate
 - Corrective Action or Contractual Litigation: NONE

- Division of Children & Family Services
 - Summary of Scope of Work: Treatment services for adults and adolescents referred by DHS, DCFS based on drug & alcohol or mental health needs in order to maintain the family unit and prevent entry of the child(ren) into the foster care system.
 - Project Amount: \$960,150.00
 - Corrective Action or Contractual Litigation: NONE
- Division of Youth Services
 - Summary of Scope of Work:
 - Project Amount: \$70,000 for the period of 3/22/19—6/30/19
 - Corrective Action or Contractual Litigation: NONE
- Division of Procurement
 - Summary of Scope of Work: Residential and Outpatient behavioral health treatment for participants of various county Drug Courts throughout Arkansas. Each county is an independent fund source, with one singular contractual relationship for fees and payment through the Division of Procurement.
 - Project Amount: Per Diem or Fee for Service, per episode or client
 - Corrective Action or Contractual Litigation: NONE
- **Arkansas Department of Education**
 - Summary of Scope of Work: Provide educational programming to students during residential treatment episodes in accordance with the Arkansas Department of Education standards.
 - Project Amount: Per Diem rate per student present during school day
 - Corrective Action or Contractual Litigation: NONE
- **University of Arkansas at Little Rock, MidSOUTH Center for Prevention and Training**
 - Summary of Scope of Work: Provide consultation to behavioral health prevention coalitions throughout the awarded region; QHI has region 1 (Benton, Carroll, Washington & Madison counties) and Region 3 (Fulton, Izard, Sharp, Stone, Independence, Van Buren, Cleburne, Jackson, White and Woodruff counties).
 - Project Amount: Region 1=\$166,745.94 and Region 3=\$912,821.91
 - Corrective Action or Contractual Litigation: NONE
- **U.S. District Courts, U.S. Probation Office-Western District of Arkansas**
 - Summary of Scope of Work: Provide comprehensive Outpatient and Residential substance abuse and mental health services for federal probationers in the Western District of Arkansas as defined by USP&P.
 - Project Amount: Fee for Service Per Referral
 - Corrective Action or Contractual Litigation: NONE
- **Arkansas Department of Transportation**
 - Summary of Scope of Work: Provide transportation services in underserved communities to senior and disabled citizens within specified geographic area
 - Project Amount: Grantee pays 25% of vehicle upfront and Grantor pays 75% of new vehicle; after 10 years or 100,000 miles of recorded and approved usage, the title is formally transferred to the grantee
 - Corrective Action or Contractual Litigation: NONE

These grants and contracts named above are several of the grants or contracts that Quapaw House Inc. currently holds. Additionally, there are many other grant awards and contracts that have been managed by Quapaw House prior to the 3 year reporting period that were in excess of \$100,000 annually and through both state and federal funders. Furthermore, Quapaw House has experience managing projects that cover large geographical areas including multiple regions for DASEP, prevention providers US Probation and more. Citing the fact that there are currently no investigations or issues with the contracts that Quapaw House has subcontracted for or has outright, we believe we have the management capability and organizational strength to sustain the current expansion of service area. The breadth of experience with federal and state funding, both small and large, demonstrates the capability of this organization to fulfill the requirements of the current request for qualifications.

E.1.D. Provide information on the proposed CEO, Medical Director, and Director of Clinical Services and their direct relevant functional experience over the last five (5) years per selected area, or give an explanation as to why three (3) are not submitted. For each person, please provide:

- a. Evidence of the qualifications and credentials of the respondent's key personnel.**
 - Evidence of the qualifications and credentials of Quapaw House's key personnel are provided immediately following this page in alphabetical order with Casey Bright, Coleman Matthews and Dr. Gerald Stein.
- b. Resume of the respondent's CEO, Medical Director, and Director of Clinical Services.**
 - Resumes for Quapaw House's key personnel are provided immediately following this page in alphabetical order with Casey Bright, Coleman Matthews and Dr. Gerald Stein.

CASEY BRIGHT

141 Green Acres Circle • Hot Springs, AR 71913 • bunchofbrights@gmail.com • (501) 617-8143

EXECUTIVE MANAGEMENT

Strategic Planning • Utilization Management • Marketing & Referral Development

Proficient Executive with a wide array of experience including military psychiatric care, group home living for the chronically mentally ill as well as all aspects and modalities of Behavioral healthcare. Results oriented, decisive leader with an aptitude for building external relationships with key stakeholders in order to progressively plan for the future in an fast-paced and ever changing field. Record of accomplishment with regard to increasing revenues while spearheading operational improvements to reduce expenditures, increase efficiency and productivity as well as funder utilization. Excel in dynamic, high intensity environments while remaining mission focused and fiscally responsible.

CORE COMPETENCIES

- Progressive Leadership
 - Budget Creation & Mgmt.
 - Organizational Restructuring
 - Community Engagement
 - Risk Management
 - Innovative Strategist
 - Data Driven
 - Change Agent
 - Stimulate Technological Advancements
-

PROFESSIONAL EXPERIENCE

QUAPAW HOUSE, INC., Hot Springs, Arkansas
CEO, 06/2010—Present

Provide Executive Leadership for comprehensive behavioral healthcare organization with 39 licensed & accredited treatment sites and annual revenues of ±\$20 million.

Lead operations and strategic direction with full responsibility for bottom-line factors, including: long-range planning, organizational restructuring in response to funder and licensing requirements as well as budget creation and utilization/budget management. Provide cross-functional management in the day-to-day leadership of ten corporate/senior officers who providing direct supervision to 25 regional directors and 350 employees throughout the state. High-level oversight of operational functions and types of service provision. Direct management of organizational structure, contract negotiations, regular financial evaluations and accomplishment of company performance indicators.

Key Achievements:

- Obtained CARF Accreditation within 6 months of appointment to the position of CEO, with 99.995% conformance rate to over 1,800 behavioral health standards resulting in a 3 year accreditation
- Implemented the organization's first electronic health record
- Increased revenues over an 8 year period from \$1.3 million to an estimated \$23 million in the current fiscal year
- Expansion of service lines including mental health services and contract programs through state agencies through competitive bids
- Increased infrastructure from 50,000 square feet to 567,000 square feet by January 2019
- Lead organizational transformation from substance use and block grant funding business model to a comprehensive behavioral health organization licensed to provide and bill Medicaid services

**QUAPAW HOUSE, INC., Hot Springs, Arkansas
DIRECTOR OF OPERATIONS, 10/2007—06/2010**

Ensured achievement of all fiscal, operational and programmatic goals for a Substance Abuse treatment organization with 3 locations and annual revenues of ±\$2.5 million through strategic planning, resourcing, managing and monitoring activities.

In coordination with the CEO, set the organization's strategic goals then translated those into specific operational objectives. Identified needed resources through a planning process, needed to achieve strategic organizational objectives as well as create new and innovative avenues to obtain needed resources. Directed compliance activities for all licensed programs and ensured adherence to standards. Performed all day-to-day human resources functions including hiring, performance management, termination and benefits administration. Directly supervised Finance Director and newly formed prevention department to build the agency's first community coalition.

Key Achievements:

- Creation of the organization's first comprehensive policy and procedures manual
- Create, hire and build the first team of professionally licensed clinicians
- Implement the organization's first substance abuse prevention department which acted as the catalyst for building a community wide coalition to address adolescent substance abuse issues throughout a 5 county region
- Implemented the organization's first electronic financial system, Microsoft GP Dynamics
- Led the organization through a state agency re-licensure to successfully overcome a one-year probationary license with a fully licensed 3 year certification

**SMALL GROUP THERAPY, INC., Hot Springs, Arkansas
DIRECTOR OF OPERATIONS, 1/2005—10/2007**

Provided direct supervision for 26 employees and efficiently managed two residential care facilities for a mental health organization specializing in treatment of the severely mentally ill with 200 clients and \$8 million revenue.

In coordination with the CEO and retiring COO, provided oversight of all residential care facilities, health and safety, meals and nutrition, day treatment programming, marketing and referral development, admissions and utilization management as well as direct supervision of nurses and nursing assistants along with all staff within the aforementioned programs. Directed compliance activities for all licensed programs and ensured adherence to standards. Performed all day-to-day human resources functions including hiring, performance management, termination and benefits administration. Provided oversight of all maintenance and facilities, including fleet management.

Key Achievements:

- Successfully managed 115 representative payee accounts, developed individual budgets and managed all Social Security Office applications and reporting.
- Reestablished fruitful referral relationship between SGT and the Arkansas State Hospital to provide direct-admissions between agencies.
- Received no write-ups or warnings from the Office of Long Term Care while in charge of the 2 Residential Care Facilities (RCF)
- Successfully led the organization through 2 CARF accreditations
- Successfully managed the construction of a new day treatment facility and a 24 bed transitional living home

**CARF INTERNATIONAL, INC., Tucson, Arizona
SURVEYOR (#23361), 3/2003—present**

Ensured compliance with CARF standards through organizational surveys as an Administrative and Program surveyor throughout the United States.

Provide consultation and recommendation with regard to national accreditation standards for CARF, Int. in both an administrative and programmatic surveyor capacity. Interpret standards and review agency attempts at the conformance to those standards across various types of programs, including: Behavioral Health, Aging, Opioid Treatment, Medical Rehabilitation, Health Home, and Child and Youth Services. Successful completion of over 125 surveys as one of the few certified accreditation designations all while earning the highest surveyor ranking within CARF, as reported by accredited programs.

**UNITED STATES NAVY, Portsmouth, Virginia and Camp Lejeune, North Carolina
HOSPITAL CORPSMAN, 2002—2006**

Provide Leadership for 32 sailors within a 22 bed inpatient psychiatric ward at Camp Lejeune, North Carolina, including budget development and compliance.

Promoted from E2 Hospital Corpsman to E4 HM3 over the course of enlistment with responsibilities and distinction in the following areas: Fleet Marine Force (FMF) Corpsman for multiple units; Psychiatric Specialist; Certified Alcohol and Drug Counselor; Compliance Officer for the Navy's first nationally accredited outpatient behavioral health programs; and deployed on the U.S.S. Wasp as the lead Medical Corpsman.

EDUCATION & CREDENTIALS

High School Diploma • Hot Springs School District, Hot Springs, Arkansas
Corpsman • Naval Hospital Corps. School, Great Lakes, Illinois
Medical Corpsman • Naval School of Health Sciences, Portsmouth, Virginia
Field Medic Certification • Field Medical Service School, Camp Lejeune, North Carolina
Emergency Medical Technician • Coastal Carolina Community College, Jacksonville, North Carolina
Psychology • Fairleigh Dickinson University, Teaneck, New Jersey
RCF Administrator • State of Arkansas, Division of Long Term Care
SNP Coordinator • State of Arkansas, Department of Human Services
HUD Manager • State of Arkansas, Department of Housing and Urban Development
CPR Instructor • Red Cross of Arkansas
DAPA Drug and Alcohol • United States Navy
SARP Instructor • United States Marine Corps
Alcohol/Drug Counselor • Arkansas Substance Abuse Certification Board, IC&RC (*expired*)
Non-Violent Crisis Intervention Instructor • Crisis Prevention Institute
Mental Health Para-Professional • Small Group Therapy, Inc. & Arkansas Dept. Human Services

Professional Associations

Arkansas Substance Abuse Treatment Provider Association, *President* (2010—2018)
Arkansas Provider Coalition, *Vice Chair* (2016-2018)
Arkansas Provider Coalition, *Substance Abuse Treatment Provider Member Rep* (2018—Present)
Appointed by Governor Mike Beebe to the Prescription Drug Advisory Council (2010—2015)
Appointed by Governor Mike Beebe to the Task Force on Substance Abuse Treatment (2010—2015)
Appointed by Governor Mike Beebe to the Task Force on Substance Abuse Prevention (2010—2015)
Member of the Mental Health Council of Arkansas' Behavioral Health Institute Committee (2017)
Arkansas Community Correction Substance Abuse Advisory Council (2016)
Substance Abuse and Mental Health Services Administration (SAMHSA) Advisory Council (2013)

Awards & Recognition

- Arkansas Substance Abuse Treatment Providers' Association Covington Award, 2015 •
 - Man of the Year Nomination, 2017 & 2018 •
 - Organization of the Year Winner, 2017 •
-

References Available upon request

**Coleman E.
Matthews Jr.**

904 N. Barnes street
Hamburg AR 71646
870 831 2051

Objective

To function in directorial or managerial capacity for a behavioral health organization and/or practice as a licensed Marriage and Family Therapist and Licensed Professional Counselor in the state of Arkansas providing quality services in a school or community based practice

Employment History

Director PFH-South

April 2018 to present Preferred Family Healthcare, Monticello AR

- Management of the day to day operation components of 6 behavioral health clinics across the southern region of Arkansas
- Management of all components of hiring and staffing for 6 behavioral health clinics across the southern region of Arkansas
- Management of payroll for a staff of 73 clinicians and QBHP's
- Management of the day to day work of a staff of 73 clinicians and QBHP's
- Management of the clinical services provided to approximately 1,600 adult and youth clients across the southern region
- Creation and implementation of Corrective action plans as needed to address operational and clinical deficiencies discovered through both internal and external audits of service.
- Planning and facilitation of weekly staff supervision meeting including weekly training points for clinical and support staff
- [Job responsibility/achievement]

Regional Director

Both the Monticello and Lake Village clinics received exemplary ratings during the 5 state CARF credentialing review for 2018

May 2017- April 2018 Preferred Family Healthcare, Monticello AR

- Management of the day to day operation components of the Monticello and Lake Village Clinic
- Management of all components of hiring and staffing for the Monticello and Lake Village Clinic
- Management of payroll for a staff of 37 clinicians and QBHP's
- Management of the day to day work of a staff of 37 clinicians and QBHP's
- Management of the clinical services provided to approximately 1,000 adult and youth clients across the southern region
- Creation and implementation of Corrective action plans as needed to address operational and clinical deficiencies discovered through both internal and external audits of service
- Planning and facilitation of weekly staff supervision meeting including weekly training points for clinical and support staff

Clinical Advisor/Mental Health Professional

January 2014 – May 2017 Preferred Family Healthcare, Lake Village AR

- Performed duties of director during directors absences
- Provided clinical supervision and direction to a staff of approximately 20 Clinicians and MHPP's
- Conducted weekly staff meetings for purposes of training and dissemination of information
- Completed reports concerning caseloads and service outcomes the Lake Village Clinic.
- Maintained a case load of approximately 40 clients ranging in age from 5 to 20, providing comprehensive behavioral health services.

Regional Director

May 2011-December 2014 Alternative Opportunities, Monticello AR

- Management of the day to day operation components of the Monticello and Lake Village Clinic
- Management of all components of hiring and staffing for the Monticello and Lake Village Clinic
- Management of payroll for a staff of 37 clinicians and MHPP's
- Management of the day to day work of a staff of 37 clinicians and QBHP's
- Management of the clinical services provided to approximately 700 adult and youth clients in the Monticello and Lake Village Clinics
- Creation and implementation of Corrective action plans as needed to address operational and clinical deficiencies discovered through both internal and external audits of service
- Planning and facilitation of weekly staff supervision meeting including weekly training points for clinical and support staff

Clinical Advisor

I personally received an exemplary rating awarded by CARF during accreditation cycle. This was one of only two exemplarily ratings in the state for that accreditation cycle.

May 2009-May 2011 Alternative Opportunities, Monticello AR

- Performed duties of director during directors absences
- Provided clinical supervision and direction to a staff of approximately 40 Clinicians and MHPP's
- Conducted weekly staff meetings for purposes of training and dissemination of information
- Completed reports concerning caseloads and service outcomes the Lake Village Clinic.
- Maintained a case load of approximately 40 clients ranging in age from 5 to 20, providing comprehensive behavioral health services.

Education

2003-2005 University of Louisiana at Monroe, Monroe, LA

- Masters of Art Marriage & Family Therapy
- Member of Delta Kappa International MFT Honor Society

1987-1990 University of Arkansas at Monticello, Monticello AR

- Bachelors of Science Psychology, Minor in Applied Human Services
Cum laude graduate.

Qualifications

Licensed in the state of Arkansas as a Marriage & Family Therapist

Licensed in the state of Arkansas as a Licensed Professional Counselor

Proven ability to manage, motivate and maintain staff in 6 clinics in south Arkansas

Excellent written and oral communication skills

Able to lead and facilitate task oriented groups

Able to plan and execute many task simultaneously

References

References are available on request.

Gerald S Stein MD

Multiple Board Certifications

Psychiatry

office Mgr. t: [479] 244-5060

GSS c: [479] 244-6582

e: jerrysteinmd@gmail.com

645 County Road 235

Eureka Springs

Arkansas 72632

CURRICULUM VITAE

July, 2018

Awards:

[National] Professional of the Year 2008 in PSYCHIATRY.

2008 Herbert S. Gaskill, M.D. Award, for DVD: *HUMAN/NATURE: The Role of the Natural World in Emotional Development and Well-Being*. This is not an annual award. It is only given when there is special merit, averaging every three to four years.

Hoedemacher Award for the best clinical paper in U.S., 1984. This was my first paper.

Phi Beta Kappa.

Current Academic Appointments:

Adjunct Associate Professor, Department of Psychiatry & Behavioral Sciences, University of Arkansas for Medical Sciences, 4301 W. Markham, Little Rock, AR 72205, 2010-present.

Associate Clinical Professor, University of Colorado Health Sciences Center, 1635 Aurora Court, Aurora, CO 80045. For years I was in charge of selecting the teachers doing all curriculum and planning for the entire multi-year therapy technique training sequence, 1986 – present.

Medical Licenses:

Colorado, Georgia, Arkansas, Alaska, and Missouri.

Telepsychiatry:

I have done half a dozen telepsychiatry locums ranging from three month to over one year. dating back to 2012 [see page 4 for listings.] using a state-of-the-art computer system, custom made by IT guy who is always on the premises should anything go wrong. I connect to the internet using the "blue ribbon" fiberoptics system providing 50 up/50 down in any weather. [Currently negotiating with AT&T to upgrade to 100 up/100 down.]. I have spared no expense to have the fastest and most reliable system.

Past Academic Appointments and Medical Positions. :

Director of Training, Emergency Psychiatric Services, Mount Zion Hospital/Westside Community Mental Health Center, 1600 Divisadero Street, San Francisco, CA, 7/1976—3/1980.

Consultant to Clinical Staff, Pikes Peak Mental Health Center, 875 W. Moreno, Colorado Springs, CO, 4/1980-6/1981.

Assistant Clinical Professor, University of California Medical Center, 505 Parnassus Street, San Francisco, CA 1976-1980.

Child Care Worker, Eisenberg Unit, Residential Care for Adolescents, Jewish Children's Bureau, 3145 W. Pratt, Chicago, Il 606545, 1967-1968 half time.

Board Certifications [All achieved on first attempt.]:

1. As a Psychiatrist, by the American Board of Psychiatry & Neurology Inc., 1981, lifetime certification.
2. As a Psychoanalyst, by the Board of Professional Standards of The American Psychoanalytic Association, 1986-present. lifetime certification.
3. As a Training & Supervising Psychoanalyst by the Board of Professional Standards of The American Psychoanalytic Association, 1992-present. Lifetime certification. One of a very small number of such certifications nationally.
4. American Board of Psychiatry & Neurology, Inc., 1980, with Added Qualifications in Forensic Psychiatry, 1989, renewable in ten years. So when this is renewed, it will again be my fourth board certification.

MY PROVEN STRENGTHS:

No patient I have been treating, or who was being treated by a Psychiatry Resident or Fellow I was supervising, has ever killed themselves or anyone else.

No patient I treated has ever even talked about suing me for malpractice.

I have never been censured or rejected by any medical organization.

MY LIMITATIONS:

I have not been formally trained in child/adolescent psychiatry. I did work half time during my senior year of medical school at an exceptionally good, adolescent residential facility. I also was the Consultant for several years for an excellent home visiting service in which many adolescents were seen. So I have had far more experience than most adult

trained psychiatrists. I feel that I am competent to treat patients twelve years old and older.

EDUCATION:

Undergraduate:

University of Colorado, 1480 S. 30th Street, Boulder, CO 80303. 9/1961-8/1964. I was accepted into a highly selective, prestigious program at Northwestern University Medical School for matriculation after only three years of college, instead of the usual four years.

Bachelor of Medical Sciences degree from Northwestern University, 246 Clark Street, Evanston, IL 60208, 9/1964-6/1965.

Medical School: Northwestern University Medical School, M.D., 9/1964-6/1968, M.D. degree in 6/1968, 420 E. Superior Avenue, Chicago, Illinois 60611. I did elective neurobiological research, took several three month externships in psychiatry, and gained valuable experience working at an adolescent residential treatment center, all while still in medical school.

Internship:

Herrick Memorial Hospital, 2001 Dwight Way, Berkeley, California, Rotating Six, six months of psychiatry/neurology and six months of medicine 7/68-6/69.

Psychiatric Training:

First year of residency: University of Colorado Health Sciences Center, 1635 Aurora Court, Aurora, CO, 7/1969-6/1970.

Second and third years at Mount Zion Hospital & Medical Center, 1600 Divisadero Street, San Francisco, CA 94115 [Along with Harvard's program it was cited as one of the two best psychodynamically oriented residencies in the country at that time], 7/1970-6/1972.

After completion of residency training, I was selected to supervise residents as a Staff Psychiatrist at Mt. Zion. I became Director of Training, Emergency Psychiatry Services for Mount Zion Medical Center [medical school affiliated]/Westside Mental Health Center, 1600 Divisadero Street, San Francisco, CA, 6/1976-4/1980.

Psychoanalytic/Advanced Psychotherapy training:

Nine years of half time training, eventually becoming the only Training & Supervising Psychoanalyst in the Arkansas-Oklahoma area and in the Rocky Mountain Region, outside Denver-Boulder, 9/1976-6/1986. graduated from Denver Psychoanalytic Institute, 1635 Aurora Court, Aurora, CO.

[Adult psychiatrists have usually have had three years of psychiatric residency. Counting the equivalent of one year of extra-curricular clinical work in medical school, six months

of neurology-psychiatry in my internship, three years of residency, and nine years of half time clinical Fellowship, I have had *thirteen and one-half years of clinical psychiatry training*, three to four times the norm. I also had the honor and the experience of directing two major psychotherapy training programs

Forensic Psychiatry Training: part-time work with President Elect, American Academy of Psychiatry & the Law, 1988-1989.

Professional History:

Adjunct Associate Professor, UAMS, 4301 E. Markham Street, Little Rock, AR 72205, 3/2010-present.

Private medical practice of clinical psychiatry and forensic psychiatry in Eureka Springs, AR 10/2009-present].

6/2005-9/2009 private medical practice of psychiatry and forensic psychiatry in the Roaring Fork Valley, CO, with offices in Snowmass, Basalt, Glenwood Springs, and Rifle at different times.

Private medical practice of psychiatry and forensic psychiatry in Colorado Springs, CO, 4/1980 - 6/2005.

Lecturer and Consultant to Clinical Staff, Pikes Peak Mental Health Center, 875 W. Moreno Street, Colorado Springs, CO, 4/1980—6/1981.

Private medical practice of psychiatry, San Francisco, CA 94115, 7/1972-4/1980]
Director of Training, Emergency Psychiatry vServices, Mount.
Zion Medical Center [medical school affiliated]/Westside Mental Health Center, 1600 Divisadero Street, San Francisco, CA, 6/1976-4/1980.

Locum Tenens:

Northwest Psychiatric Rehabilitation Hospital of Missouri. St. Joesph, MO, 7/2018 to present.

Delta Counseling Associates, Inc. 6/2017-7/2018. 790 Roberts Drive, Monticello, AR 71655. TELEPSYCHIATRY.

Preferred Family Healthcare, Springfield, MO, 12/2017-6/2018. I resigned over clinic's not hospitalizing seriously suicidal patients. TELEPSYCHIATRY.

Cox North Hospital. Springfield, MO, I do not remember the exact dates I worked, but it was in late 2016 or 2017.

Geriatric Unit, CHI St. Vincent Hospital, 300 Werner Street, Hot Springs, AR 71913. 23/17 - 2018

Spanish Peaks Behavioral Health Center, 525 W. 9th Street, Pueblo, CO 81003, 11/2015—1/2016. TELEPSYCHIATRY.

Center for Individual and Family Development, 624 Hospital Drive, Mountain Home, AR

72653, 10/2013-5/2015. TELEPSYCHIATRY.

7/2013-10/2013 Lakeview Neurorehabilitation Center, 244 High Watch Road, Effingham, NH 03882.

Families, Inc. 1815 Pleasant Grove Drive Jonesboro, AR 72401, 9/2012-7/2013. .

TELEPSYCHIATRY.

Dorothea Dix Psychiatric Center, 656 State Street, Bangor, ME 04401, 07/2012-09/2012 and 7/2011-9/2011.

Springwoods Behavioral Health, 1955 W. Truckers Road, Fayetteville, AR 72703, 2/2012-6/2012.

Cedar Springs Behavioral Health, 2135 Southgate Road, CO Springs, CO 80906, 6/2010-8/2010 and 9/2010-11/2010.

Consultant to:

Colorado Board of Medical Examiners, Denver, CO about 1999-2009. I evaluated consumer complaints about psychiatrists and recommended Board responses.

Colorado Physicians' Health Program, Denver, CO, about 2000-2009. I treated impaired physicians.

Numerous medical corporations and organizations in North America.

Committees Chaired:

Private Practice Committee, Colorado Psychiatric Society, Denver, CO.

Psychoanalytic Study Committee, Denver Institute for Psychoanalysis, University of Colorado Health Sciences Center, Denver, CO.

I have chaired and directed a number of organizations in the past, from Pikes Peak Science Fairs to forming the medical school's first liaison with the Denver Museum of Nature & Science.

Teaching Specialties:

Out-patient psychotherapy, from brief therapy and crisis intervention to long term insight-oriented psychotherapy.

Evaluation and treatment of suicidal ideation. Evaluated at least 10,000 patients and have had no suicides.

I have supervised and treated individuals via telephone for decades, as I have one of the few Board Certifications in the U.S. to supervise psychoanalyses.

Role of Nature [the out-of-doors] in emotional development and well-being.

Creativity and its inhibition by psychopathology.

Clinical Specialties:

In-depth psychiatric evaluations and recommendations for treatment.

I have taken part in international conferences on short-term psychotherapy

Post-traumatic Stress Disorder treatment.

Published:

DVD: *HUMAN/NATURE*, One book, a psychobiography. fifteen articles, plus one *in press*.

Presentations:

Arkansas Association of Free Clinics, Eureka Springs, AR, 2010.

Grand Rounds, Department of Psychiatry, University of Colorado Health Sciences Center, Aurora [Denver], CO, 10/2008.

Life Fellows Meeting main speaker, American Psychiatric Association, Denver, 2003.

Major presentation: American Academy of Psychoanalysis, about 1988.

American Psychoanalytic Association: multiple presentations over many years.

International Jungian Conference, 2005.

Numerous Legal Defense and Trial Lawyers organizations, in the 1990s.

Family:

My wife, Rebecca Louise Stein, has a background in Finance and Marketing and continues to pursue her Architectural Design. She offers private consulting to draft plans for new homes and remodeling. She also grows 450 varieties of tall, bearded irises at Rebecca's Country Cottage Iris Gardens. She also serves as my Office Manager.

Daughter, Danielle Alexis Stein, graduated Magna Cum Laude from Tufts University, Masters' Degree in Global Politics from the London School of Economics & Political Science, graduating with Distinction. She is currently employed by an international corporation to evaluate major grants, e.g. from the U.K. to developing countries to determine whether the money is being well spent, and if not, to make recommendations to improve the grant's implementation. She currently heads programs in the Democratic Republic of the Congo, Nepal, and Indonesia, from her home in Capetown, South Africa.

My stepson, Ron Lee is an RN. He wants to pursue Master' level studies to become a medical informaticist, working with physicians, nurses, and hospital administrative staffs to facilitate their use of computer technology in their medical work. Ron also serves as my IT guy, par excellence.

Hobbies:

Travel, collecting, and writing about antique bamboo fly rods and reels, fly fishing, nature/wildlife, using medium format photography.

I was named the national Professional of the Year 2008 in Psychiatry. I have been included in the BEST DOCTORS IN AMERICA and TOP PSYCHIATRISTS for many years. My first psychotherapy paper won the national 1984 Hoedemaker Prize given to the outstanding clinical paper of the year. My most recent work, a DVD entitled HUMAN/NATURE won the seldom given Herbert S. Gaskill Prize for outstanding achievement in 2008 and was shown at the Independent Film Festival. Fifteen other papers and a book have been published.

I've had the good fortune to have unusually extensive training at several top medical centers: undergraduate and medical degrees from Northwestern University--including Phi Beta Kappa--and most of my psychiatry residency at the renowned Mount Zion Hospital in San Francisco, where I was selected for the faculty and became Director of Training for Emergency Psychiatry Services.

I am an Associate Professor at the University of Arkansas for Medical Sciences.

In addition to the usual three [sometimes four] years of psychiatry residency, I took another nine years of half-time training in San Francisco and at the University of Colorado Health Sciences Center in Denver where I have taught psychiatry/advanced psychotherapy as an Associate Clinical Professor. This training has allowed me to qualify for three Board Certifications in psychiatry/ advanced psychotherapy, as well as a tenured faculty position at the Center for Advanced Psychoanalytic Studies, meeting at Princeton.

In Colorado, where I practiced for three decades, the Colorado Board of Medical Examiners and the Colorado Physicians Health Program often asked me to evaluate patient complaints about psychiatrists and to treat physicians who are struggling.

In over three decades of practice, I have never been sued for medical malpractice. I have never been censured by any medical organization. I very much hope to use this training and experience to help you.

LAKEVIEW NEUROBEHAVIORAL REHABILITATION

May 6, 2014

Gerald Stein, M.D.

Dear Sir or Madam:

It is my great pleasure to offer a letter of high recommendation in support of Dr. Gerald Stein. I have known Jerry as a colleague at Lakeview neurobehavioral rehabilitation academy, a private residential facility for dually diagnosed children and young adults in Northern New Hampshire. Dr. Stein served as the principal psychiatric consultant for a patient cohort of severely impaired youth and young adults aged 8 years through 24 years. These clients presented a complex history highlighting chronic child abuse, extreme behavior dysfunction and traumatic brain injury which resulted in out of state residential special education school placement. Dr. Stein demonstrated his well established expertise as a Board Certified Psychiatrist, with specialized experience in adolescent treatment, in leading the diagnostic examination and therapeutic neuro-chemical intervention for the young people referred to the Youth and Young Adult Program of which I serve as the Director. Dr. Stein consistently demonstrated keen resolve and insightful clinical acumen in the rapidly evolving treatment of both acute and chronic behavioral dysfunction among the residents referred to the Youth and Young Adult Program. He was a pleasure to work with as a member of a multi-disciplinary team of allied health professionals. He was honest and forthright with parents and third-party funders and he extended himself to assist in insuring the correct or most appropriate course of treatment ensued. He was a consummate professional to work alongside and an excellent companion outside of the work setting to enjoy other aspects of life.

I am the former Chief Operating Officer of the National Association for Children Exposed to Violence at the Yale School of Medicine, Child Study Center in New Haven Connecticut, and the former Director of the Child Development-Community Policing project for Child Trauma at the Johns Hopkins School of Medicine in the School of Epidemiology. Dr Gerald Stein in my opinion would be right at home as a member of the faculty and staffs at both of these revered institutions of learning and psychiatric intervention. Please feel free to contact me if you require any additional information about this letter of support without reservation for Dr. Gerald Stein, at my personal cellular telephone number: 603 453 8559. I wish you success in your recruitment of Jerry Stein to assist you in your endeavors.

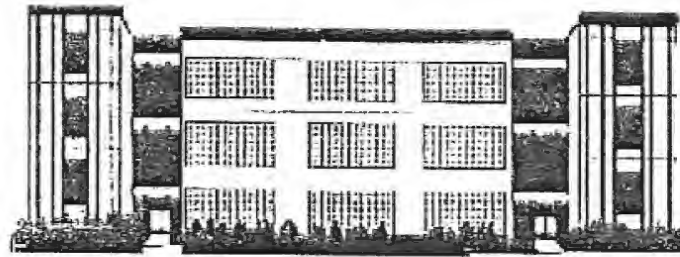
Sincerely,

Dr. James Lewick III., NCSP

Director of Youth and Young Adult Programs
Lakeview Neurobehavioral Rehabilitation

NAVAL SCHOOL OF HEALTH SCIENCES
PORTSMOUTH, VIRGINIA

CERTIFICATE OF GRADUATION



AWARDED TO

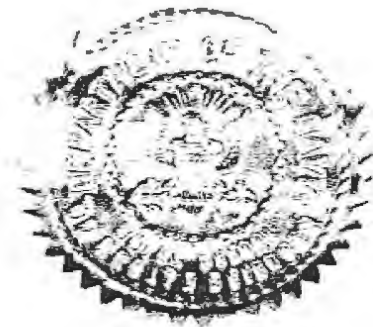
HOSPITALMAN RECRUIT CASEY J. BRIGHT, USN

WHO HAS SUCCESSFULLY COMPLETED THE PRESCRIBED
COURSE OF INSTRUCTION FOR

SURFACE FORCE MEDICAL INDOCTRINATION

NSHS PORTSMOUTH IS ACCREDITED BY THE COMMISSION OF THE COUNCIL ON OCCUPATIONAL EDUCATION

C. B. Mount
C. B. MOUNT
CAPTAIN, NURSE CORPS
UNITED STATES NAVY
COMMANDING OFFICER
09 MAY 2003



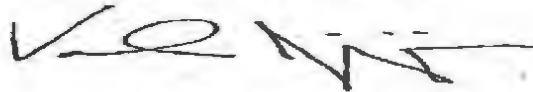
The Crisis Prevention Institute, Inc. acknowledges that

Casey Bright

has completed the requirements for the
Nonviolent Crisis Intervention[®] Instructor Certification Program

and is certified to teach the staff of

Quapaw House Inc



Vahan Janjigian
Vice President, Training and Quality Assurance

Certification Start Date: April 28, 2010
Certification Level: Associate
Instructor ID: 04-PE-A0013A9





Arkansas State Board of Examiners in Counseling
(501) 683-5800

Coleman Matthews Jr

LICENSE #: M0805005 | TYPE: LMFT | STATUS: ACTIVE

Hamburg, 71646

ADDITIONAL INFO (86)

Date of Issue: 5/6/2008

Date of Expiration: 6/30/2019

Standing: Good Standing



Arkansas State Board of Examiners in Counseling
(501) 683-5800

Coleman Matthews Jr

LICENSE #: P0805038 | TYPE: LPC | STATUS: ACTIVE

Hamburg, 71646

ADDITIONAL INFO (86)

Date of Issue: 5/6/2008

Date of Expiration: 6/30/2019

Standing: Good Standing

ARKANSAS STATE MEDICAL BOARD

1401 West Capitol, Suite 340, Little Rock, Arkansas 72201 (501) 296-1802 FAX: (501) 603-3555

www.armedicalboard.org

Detailed License Verification

Queried on: Tuesday, February 19, 2019 at: 9:37 AM

General Information

Name: Gerald S. Stein, M.D.
Specialty: Psychiatry

Address Information

Mailing Address: 645 County Road 235
City/State/Zip: Eureka Springs, AR 72632
Phone: (479) 244-6582
Fax: (970) 987-5100

License Information

License Number: E-6288
Original Issue Date: 10/2/2009
Expiration Date: 10/31/2019
Basis: Exam
License Status: Active
License Category: Unlimited

No Information Found for: License Board History

E.1.E. Submit a minimum of three (3) letters of recommendation from five (5) different sources. Current or previous Clients may not be used as references. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation shall meet the following criteria:

- a. They shall be on official letterhead of the party submitting recommendation.
- b. They shall be from entities with recent (within the last three [3] years) contract experience with the respondent.
- c. They shall be from individuals who can directly attest to the respondent's qualification(s) relevant to this RFQ.
- d. They shall be limited to organizational recommendations, not personal recommendations.
- e. They shall be dated not more than six (6) months prior to the proposal submission date.
- f. They shall include the current phone number, mailing address, email address, title, printed name.
- g. They shall contain the signature of the individual of the party submitting the recommendation.
- h. They shall not be from current DHS employees.

Please see attached letters of recommendation for Quapaw House, Inc.



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.
Erin 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 Sandifer
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

2/28/2019

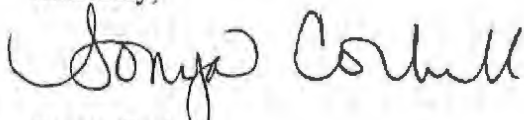
To Whom it May Concern;

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@hdsdlions.org

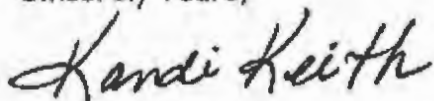
March 5, 2019

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

HS



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 Usher
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,

Cristi R. Beaumont, Circuit Judge

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 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



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,

A handwritten signature in black ink, appearing to read "Mark Allen".

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 black ink, appearing to read "Ralph C. Ohm", followed by a long horizontal line.

Judge Ralph C. Ohm

Garland County District Court



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

55



STATE OF ARKANSAS

33rd 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 cursive script, appearing to read "Emily White".

Judge Emily White

District Judge

E.2 GENERAL SERVICE DELIVERY REQUIREMENTS**E.2.A. Describe your plan to meet all the requirements listed in RFQ Section 2.1 pertaining to the delivery of services in your Region.**

- QHI will be opening clinical locations for Region 1 in Garland, Hot Springs, Clark, Pike and Montgomery counties with the centralized office location in the current clinical location in Garland county.
- QHI is actively involved in treating SMI/SED client population in targeted region
- QHI will expand existing crisis response services to include all counties in targeted region. This crisis response system meets all OBHS requirements for Crisis Response.
- QHI will employ or sub-contract with licensed Psychologist to cover forensic evaluations in region 1.
- QHI will develop and maintain a comprehensive resource guide for all services available to those seeking services in region 1.
- QHI uses a statewide public website to educate the population of all targeted regions in procedure for accessing services, including crisis response services. This website also identifies all existing points of service in the given region.
- QHI employs a professional marketing team utilize various means of public education including flyer, public service announcements (radio and print) to educate the community at large and potential referral partners of the scope of services and scheduling opportunities in all counties served. QHI marketing team also regularly engages local new media outlets to share this information in targeted counties.

E.2.B. Describe your capabilities to provide appropriate services by telemedicine, and how your telemedicine services will meet state and federal requirements to ensure security of client information remains within HIPAA and other confidentiality-related guidelines.

- Quapaw House currently provides telemedicine within all facilities using a staff of APNs, MDs, and LCSWs. Each clinic has a private, confidential space, with dedicated computer workstations to conduct telemedicine sessions, along with staff trained specifically to establish telemedicine sessions to the provider. Quapaw House provides telemedicine using technology equipment meeting the specifications of UAMS Center for Distance Health. All telemedicine sessions are conducted using the UAMS Center for Distance Health network, which ensures HIPAA and confidentiality guidelines are met by providing an encrypted connection between the endpoints.

E.3 SERVICE DELIVERY DUTIES

E.3.A. Describe how your company will develop and provide crisis services for adults, youth, and children experiencing Psychiatric or Behavioral Crises and how you will develop and utilize mobile crisis teams within Region where you are proposing to provide services. Describe your plan to meet the requirements in RFQ Section 2.3.2.A including but not limited to:

- a. **Serve the following populations in the delivery of crisis services:**
 - i. **Mobile Crisis population: Adults, youth, and children experiencing a Psychiatric or Behavioral Crisis without a payor source for medically necessary services.**
 - QHI currently provides and will expand provision of said service to include all encounters of crisis episodes in the contacted catchment area counties without consideration of client's ability to pay.
 - ii. **Division of Children and Family Services (DCFS) population: All persons in the custody of the DCFS who are not a member of a PASSE.**
 - QHI has established working relationships with DCFS and other state entities and is fully aware of service expectations for this client's market. QHI currently provides and will expand provision of said service to include all encounters of crisis episodes including those related to DCFS population in the contracted catchment area counties without consideration of client's ability to pay or active enrollment in a PASSE.
- b. **Develop, maintain, and follow all procedures for a Mobile Crisis team of licensed behavioral health professionals to provide Mobile Crisis assessment and stabilization.**
 - QHI currently operates a crisis response program driven by company policy and OBHS regulation which will be utilized in service provision to all counties in contracted catchment areas. Crisis services are not limited to a clinical or office setting but will be provided in locations of need within the community. See item E.3.A. d
- c. **Utilize a mobile crisis team prevent the deterioration of a Client's functioning and respond to Psychiatric and/or Behavioral Crises.**
 - QHI currently operates a crisis response program including mobile crisis response. This is driven by company policy and OBHS regulation which will be utilized in service provision to all counties in contracted catchment areas. Crisis services are not limited to a clinical or office setting but will be provided in locations of need within the community. See item E.3.A. d
- d. **Develop and implement policies and procedures for the management of behavioral health crises for children, youth, and adults. You may describe your existing policies and procedures, if applicable.**
 - QHI's current crisis policy is as follows. Maintain a 24-hour emergency service for adults, youth and children who present with psychiatric and or behavioral crises. After request for a crisis assessment, the behavioral professional shall make phone contact within 15 minutes. The behavioral health professional must provide face to face assessment with two hours of the emergency and shall assess the individual's safety needs to determine the seriousness of the person's impairment. (if there is a need for exception and agreed upon by all parties to the crisis this time frame can be expanded beyond the 2-hour stipulation. Reason for deviation is to be documented). In instance of individual being the active client of another provider, the provider will be notified but QHI will continue to provide crisis service to episode conclusion. All crisis documentation will be completed within 24 hours of crisis contact.
- e. **Develop and utilize a screening assessment tool, including an evidenced-based crisis assessment tool, to measure immediate and potential safety needs and protocols for using the screening assessment.**
 - QHI currently utilizes a lethality assessment screening tool to determine the level of threat to self or others. This tool is utilized in all crisis situations. In the event of a credible threat, a crisis stabilization plan will be developed to identify and implement immediate needs for crisis management. In most extreme situations, acute placement will be utilized to ensure maximum safety and clinical impact on crisis. If crisis is to be managed in the outpatient setting, the crisis stabilization plan details specific clinical

interventions, frequency and intensity of crisis services and outlining a network of non-clinical support for clients during the identified crisis. All additional requirements for crisis service, follow-up and documentation under the CMHC contract will be included in the existing crisis procedure if the contract is awarded.

- f. **Provide and staff a Warm Line or an outpatient Drop-In (Walk-in) clinic available to Clients in need of lower threshold intervention, or crisis services, on the evenings, weekends, and holidays.**
- QHI operates an afterhours on call service that will be expanded into counties included in the Region 1 catchment area. This afterhours service ensures Warm Line clinical access to clients in need across Region 1. The response to such Warm Line calls will be governed by current crisis response protocol.
- g. **Utilize mobile crisis teams to triage individuals into the least restrictive services.**
- QHI has developed and implemented a universal call center that covers all QHI clinical locations. Individuals manning the call center will receive afterhours crisis and warm line calls. These individuals have been trained to utilize a crisis tree to triage calls individuals. If a crisis is determined the call centers activates the crisis team for the clinical service area covering the individual in crisis.
- h. **Develop and utilize crisis stabilization plans for clients diverted from acute hospitalization including documentation of all follow-up post crisis stabilization.**
- QHI utilizes a standardized crisis stabilization format to allow for individualized, person-centered planning for crisis stabilization and elimination. This plan details specific treatment modalities, and frequencies based on client input concerning the crisis. This planning can also include identification of other community and family-based resources for safety and crisis abatement.
- i. **Provide or make a referral for any clinically necessary, alternative psychiatric treatment following a Mobile Crisis assessment.**
- QHI maintains a community referral guide detailing specialized, Psychiatric and/or behavioral resources across the state. In instances of identified need, clinical staff makes appropriate referral for advanced or more specialized screening, evaluation or treatment.
- j. **Coordinate with community partners to ensure comprehensive aftercare and provide discharge planning for all persons leaving an acute setting.**
- QHI currently coordinates with all applicable community partners to ensure that upon release/discharge, all referrals being transitioned to less restrictive treatment environments will be accommodated with an appointment for outpatient evaluation within 7 calendar days of release.
- k. **Administer Acute Care Funds for psychiatric hospitalization for adult Clients experiencing a Psychiatric or Behavioral Crisis.**
- It is QHI's policy that all alternative payment sources will be utilized or expended before utilizing dollars provided through acute care funds.

Vendors are encouraged, but not required to provide Therapeutic Communities (TC) or Acute Crisis Unit (ACU), or sub-contract with one. If you propose to provide an ACU or TC, describe your plans to implement and staff the proposed ACU, including the date when your ACU will be able to serve Clients. Describe your plan to provide services to clients at your ACU. If you plan to sub-contract, describe your plans on implementing appropriate agreements, projected costs, and accessibility.

E.3.B. Describe how your company will provide services to ASH patients, potential patients, and former patients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.B including but not limited to:

- a. **Serve the following population in the delivery of services pertaining to ASH within the Vendor's Region:**
 - i. **Adults, youth, and children residing within the Vendor's respective Region, who are awaiting an ASH bed, Clients referred by ASH currently receiving services at ASH who were residing in Region at time of admission and preparing for discharge to return to Region, or Client referred by ASH who have been discharged from behavioral health treatment services at ASH, including those with Community-based 911 Status.**
 - The ASH referral population are a priority and will be given an appointment for assessment/intake within 7 days of the referral date with appropriate follow-up driven by determined clinical need.
- b. **Serve as the Single Point of Entry (SPOE) for ASH:**
 - i. **Ensure an SPOE screening occurs within two (2) hours of the initial request by a licensed behavioral health professional.**
 - QHI's current crisis response model requires a face to face clinical contact within two hours of the determination of a crisis.
 - ii. **Ensure the SPOE assessment is completed completely and accurately.**
 - QHI Clinical directors for each region will review all SPOE assessment within 24 hours of completion and address identified deficiencies with immediate structured training with clinical staff responsible while supervising any corrective action required.
- c. **Serve Clients on the ASH waiting list:**
 - i. **Describe what services you will make available to provide support and stabilization to those awaiting admission.**
 - QHI will hire and train a care coordinator specifically assigned to ensure provision of all needed support and stabilization services for ASH referrals awaiting admission. This care coordinator will also work to ensure that established appointments are maintained including the provision of transportation when needed.
- d. **Serve Client actively admitted to ASH as they prepare for discharge:**
 - i. **Provision of Care Coordination and other services which may assist with discharge and continuity of care.**
 - QHI will maintain a specifically allocated care coordinator to facilitate the smooth transitional discharge of ASH referrals. Care Coordinator will collaborate with ASH staff, the discharging client and QHI clinical staff to ensure effective planning for transition from ASH into less intensive levels of treatment as needed.
- e. **Serve all ASH discharges referred by ASH to the Vendor regardless of the payor source.**
 - QHI will develop and implement a slide fee scale to ensure that all referral can served regardless of payor source or personal ability to pay.
- f. **Provide services to Community-based 911 Status Clients regardless of the payor source.**
 - QHI will develop and implement a slide fee scale to ensure that all referral can be served regardless of payor source or personal ability to pay.

E.3.C. Describe how you will provide Forensic Evaluations to Clients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.C including but limited to:

- a. **Provide ACT 327, ACT 328, and ACT 310 Forensic Evaluations to the RFQ-defined population according to Arkansas Code Annotated (ACA) §§ 5-2-327 and Arkansas Code Annotated (ACA) §§ 5-2-328.**
 - QHI will provide all require forensic evaluations in our catchment area. QHI currently employees a qualified Psychiatrist and will contract with qualified psychologists as required to meet the demands in the specified catchment area.
- b. **Provide court-ordered Forensic Evaluations within the timeframes listed in the RFQ.**
 - All forensic services will be scheduled within 5 business day of initial referral notification. The forensic evaluation will be completed within two weeks of the referral date unless otherwise specified by the referral entity.
- c. **Provide Qualified Psychiatrists and/or Qualified Psychologist to perform the ACT 327, ACT 328, and ACT 310 Forensic Evaluations.**
 - QHI currently has a certified Psychiatrist on staff to handle Forensic Evaluation.
- d. **Refer Clients not fit to proceed with the criminal justice/legal process to the Forensic Outpatient Restoration Program.**
 - FORP clients will receive their first appointment for services within 7 days of the referral.

- E.3.D. Describe how your company will administer the Forensic Outpatient Restoration Program within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.D including but not limited to:**
- a. Serve the RFQ-defined population according to Arkansas Code Annotated (ACA) §§ 5-2327 and Arkansas Code Annotated (ACA) §§ 5-2-328 in the delivery of FORP services.**
 - QHI current staff clinics in targeted catchment area sufficiently for ensure that all designated services are rendered in targeted region with little to no delay or interruption.
 - b. Provide all educational, clinical, and medically necessary behavioral health services to individuals awaiting a trial or hearing.**
 - QH clinics in the targeted catchment area are current sufficiently staffed to provide all necessary educational, clinical and medically necessary behavioral health services
 - c. Have qualified staff in place to provide didactic competency services.**
 - QHI currently employs sufficient staff, including MHP's and Certified QBHP's, to provide all specified services in the targeted catchment area. Immediate service provision will take place.
 - d. Document progress notes or reports, with the DAABHS specified criteria, and send to designated DHS staff within DAABHS required timelines.**
 - QHI will ensure that all clinical staff in targeted catchment area are trained on specified documentation requirements set by DAABHS and ASH which includes but are not limited to demonstration of specified criteria, required time lines and the required methods of transmission of same.
 - e. Provide Individual Outpatient Restoration according to the RFQ requirements.**
 - QHI existing staff are currently prepared to utilize a specified treatment modality to ensure that services consist of structured sessions as documented within a treatment plan and/or restoration curriculum.
 - f. Provide ACT 310 Forensic Re-Evaluations for Clients to have been restored to competency.**
 - QHI staff will be trained to make determination of client eligibility for re-evaluation and make appropriate report to DAABHS Forensic Services Program Director.
 - g. Determine need for and request ASH inpatient admission for any Client you cannot restore as an outpatient Client.**
 - QHI will monitor and evaluation court ordered patients for the designated 6-month treatment period and in instance of failure to thrive/improve, these clients will be referred for consideration of inpatient admission with ASH.
 - h. Schedule a Psychiatric Assessment for any referred defendant for whom there has been no psychiatric evaluation within the past six (6) months.**
 - Current QHI policy specifies that all schedule Psychiatric Assessment be completed within 45 days of date of admission. This policy will easily cover the requirements for all defendants referred with no existing psychiatric evaluation.

E.3.E. Describe how your company will provide services to Non-Medicaid individuals who meet criteria for Serious Mental Illness within the Region you are proposing to provide services and shall describe your plan to meet the requirements in RFQ Section 2.3.2.E including but not limited to:

- a. Provide Care Coordination to non-Medicaid clients including insurance enrollment.**
 - QHI is prepared to provide services in the targeted catchment area regardless of payor source. In instance of no-payor source, QHI staff is prepared to assist clients through the application process for qualification for third party payment.
- b. Provide medically-necessary services described in the current Outpatient Behavioral Health Services Manual and the Adult Behavioral Health Services for Community Independence Manual to non-Medicaid Clients.**
 - QHI will ensure that there is no distinction made based on Medicaid eligibility when prescribing needed services in the targeted catchment area. The full array of services offered by QHI will be considered as needed during treatment plan development for all referrals.
- c. Provide Drop-in Model or Club House Model services to non-Medicaid Clients.**
 - QHI will maintain an open-door policy for individuals within the targeted catchment area while ensuring that services are provided in the least restrictive environment to meet the needs of the referral. QBHP support will encourage client reintegration through structured curricula including but not limited to Life skills training, supportive employment and supportive housing all to reduce the chance of relapse.

E.3.F. Describe how your company will provide services for the First Episode of Psychosis (FEP) within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.F including but not limited to:

- a. Make FEP services available to the individuals between the ages of fifteen (15) and thirty-four (34) who are experiencing FEP who are without a payor source, or have insurance benefits that will not reimburse for FEP services.**
 - QHI will utilize existing clinical staff to provided prompt intervention for First Episode of Psychosis through services to include care coordination, evidenced based therapy services, family education and support, evidenced based Pharmacotherapy, supported employment and education. These services will be provided without consideration of a payor source.
- b. Conduct education and outreach in the community to enhance awareness of symptoms and treatment options for FEP.**
 - QHI considered every opportunity to educate local communities about the array of services available to them. To accomplish this, QHI staff provided regular in-service trainings in public schools, participate in local chambers of commerce and man informational booths in community health fairs among other outreach efforts.
- c. Implement FEP services using an evidence-based model that includes elements described in RFQ Section 2.3.2.F.4.**
 - QHI is currently striving to ensure that all clinical services provided meet the standard of Evidenced based practices. Additional training and or specializations will be encouraged to strengthen our evidenced based practice model of service.

E.3.G. Describe how your company will provide Community-Based Services and Support to your Clients within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.G including but not limited to:

- a. **Develop and maintain local behavioral health and community resource directory, as well as community partnerships and collaborations with relevant agencies, stakeholders, and groups.**
 - QHI currently maintains a community resource directory identifying supports and resources that are available outside those provided by QHI. QHI maintains positive working relationships with relevant stake holders and community partners across the designated catchment area.
- b. **Demonstrate an on-going public information and education campaign to educate the local community with information about available resources, hours of operation, contact**
 - QHI maintains an active community accessible website detailing full spectrum of services that are available to the community. In addition, QHI employs a full time Marketing department that is active in community outreach and education. These combined factors ensure that the community has full access to information pertaining to available resources, hours of operation, contact information and procedures for accessing QHI services. Marketing Collateral, such as flyers, brochures and pamphlets, are distributed and maintained at referral sites to assist in community outreach. QHI currently utilizes radio, print and social media as community outreach.
- c. **Demonstrate support of a Consumer Council, parent training, community response to tragedy, community resource center, and jail diversion.**
 - QHI has a strong working relationship in the localized judicial systems and departments of corrections with the common goal of jail diversion for mutually served clients. This included transitional living services, intensive outpatient, re-entry, act 10 locked unit, and specialized women's services. In addition, QHI offers supportive employment, drug testing as required. Community support groups, and drug testing.
- d. **Provide Community-Based Services and Support that are culturally competent, strength-based, and collaborative with community partners.**
 - All QHI staff are trained annually on cultural competency to ensure sensitivity to the diverse needs of the communities we serve. This ensures that QBHPs and Peer Support Specialists can provide services in the field meet the standard of cultural sensitivity. In addition, QHI provides 24/7 admission services, call center crisis hotline, and 24/7 on-call transportation. QHI has a clinical crisis team that provides immediate response to crisis situations in the community.

Vendors are encouraged, but not required to participate in the maintenance or development of Mental Health Courts. If you chose to pursue this, describe your plans to implement and staff the proposed collaborative effort, including the date when your agency will be able to serve Clients through this option.

- QHI currently collaborates with the local legal system in the maintenance of the Mental Health Court.

E.3.H. Describe how you will administer Social Services Block Grant (SSBG) Title XX Services within the Region you are proposing to provide services and describe your plan to meet the requirements in RFQ Section 2.3.2.H including but not limited to:

- a. **Make SSBG Title XX Services available to the SSBG Title XX Population of all Clients who meet the criteria outlined in the SSBG Manual (Attachment J).**
 - QHI will designate and train a SSBBG title XX contact staff member to determine program eligibility and to coordinate specified service under title XX requirements.
- b. **Administer traditional and non-traditional SSBG Title XX Services as described in RFQ 2.3.2. H.2.**
 - QHI has plans to ensure the implementation of both Traditional and Non-Traditional Services for the SSBBG Title XX population.
- c. **Complete the DHS 100 Form.**
 - QHI currently completes DHS 100 forms as applicable. Will work to train staff on procedure to ensure consistent compliance with requirement.

Compliance with Social Services Block Grant requirements found in Attachment J.

E.3.I. Describe how you will ensure the provision and availability of Expanded Services within the Region you are proposing services and describe your plan to meet the requirements in RFQ Section 2.3.2.I including but not limited to:

- a. **Ensuring the following services are available directly or through a sub-contractor:**
- i. **Partial Hospitalization.**
 - QHI currently provides Partial Hospitalization as defined by private insurance regulations. Upon award of this contract, QHI will pursue establishment of this program and licensure through the Arkansas Department of Human Services, Division of Provider Services and Quality Assurance (DPSQA). QHI currently has the facilities and personnel necessary to accomplish the establishment of this program, therefore, licensure and certification should be able to be accomplished during the period of time between award notification and the contract start date of July 1, 2019.
 - ii. **Peer Support.**
 - QHI currently provides comprehensive peer support programming and staff for all clients in all modalities of care, as needed. QHI has certified peer support specialists within our 3 Medication Assisted Treatment locations across the state as well. QHI is familiar with the requirements, training and implementation of this program and service.
 - iii. **Family Support Partner.**
 - QHI currently provides comprehensive support to families of all clients, as needed and required by licensing and programmatic requirements as well as funder provisions and allowance. Upon award of this contract, QHI has the personnel available to be trained and provide this service in accordance with this contract.
 - iv. **Supported Employment.**
 - QHI currently provides supported employment services and assistance to clients on an as needed basis as identified through a case management assessment. Upon award of this contract, QHI has the knowledge, staff and facility availability to provide this service in a comprehensive manner throughout the organization.
 - v. **Supported Housing.**
 - QHI currently provides supported housing services and assistance to clients on an as needed basis as identified through a case management assessment. Upon award of this contract, QHI has the knowledge, staff and facility availability to provide this service in a comprehensive manner throughout the organization.
 - vi. **Therapeutic Communities.**
 - Upon award of this contract, QHI will pursue establishment of this program and licensure through the Arkansas Department of Human Services, Division of Provider Services and Quality Assurance (DPSQA). QHI currently has the facilities and personnel necessary to accomplish the establishment of this program, therefore, licensure and certification should be able to be accomplished during the period of time between award notification and the contract start date of July 1, 2019.
 - vii. **Acute Crisis Units.**
 - QHI is currently the only licensed and contracted provider of Medical Detoxification services within the state of Arkansas. The standards and programmatic requirements of the Medical Detoxification contract provide a solid foundation for the establishment of an Acute Crisis Unit within the organization. Upon award of this contract, QHI will pursue establishment of this program and licensure through the Arkansas Department of Human Services, Division of Provider Services and Quality Assurance (DPSQA). QHI currently has the facilities and personnel necessary to accomplish the establishment of this program, therefore, licensure and certification should be able to be accomplished during the period between award notification and the contract start date of July 1, 2019.
 - viii. **Aftercare Recovery Support.**
 - QHI currently provides Aftercare Recovery Support to clients on an Outpatient basis. Upon award of this contract, QHI has the knowledge, staff and facility availability to provide this service in a comprehensive manner throughout the organization.

Vendors are encouraged, but not required to participate in the purchase of necessary psychotropic medication for individuals when there is no other payor source. If you chose to pursue this, describe your plans to implement and coordinate this service.

- Quapaw House's experience with the administration of the Medical Detoxification contract has allowed for the development of processes with regard to medication purchases, management and security for indigent clients. QHI has a long-standing and close working relationship with Hot Springs Pharmacy and has developed a seamless billing and medication delivery process that will prove useful if the purchase of necessary psychotropic medications must occur.
- Please see QHI's official policy and procedure immediately following this section.

The Community Mental Health Center must provide access to Medication Assisted Treatment in each county within their contracted region.

- Quapaw House, Inc. has been providing medication assisted treatment (MAT) services for over 10 years in the Hot Springs area and has recently expanded MAT clinics into two additional areas of the state: Texarkana and Searcy. QHI currently has enough medical personnel employed to provide services to 1,775 clients once all have reached the maximum allowed prescription limit under the Drug Enforcement Agency (DEA) regulations. QHI will also employ more medical personnel to fulfill this requirement, if needed. Additionally, QHI is working with the DEA and the Arkansas State Medical Board to implement MAT services through telemedicine.



Policy Title: Medication Use
Section: The use of Medications 2.E.(1)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

June 2016

Purpose

To establish the official position of Quapaw House, Inc. (QHI) on medication use in the organization's residential, outpatient and intensive outpatient treatment programs and, to formally assign responsibility for implementation of the policy.

Policy

The organization is committed to the development and implementation of medication use policies and procedures that are consistent with "best and better" national practice standards and all applicable state and federal laws, rules and regulations and, to the use of prescription and over-the-counter medications to promote recovery and help persons served attain optimal treatment outcomes. This philosophy is grounded in a philosophy that uses treatment guidelines and protocols that promote state-of-the-art prescribing of medications to ensure the health and safety of all persons served.

For purposes of this policy, medication use is defined as handling, prescribing, dispensing and/or administering medications in response to specific symptoms, behaviors, and conditions for which the use of medications is indicated and deemed efficacious and, may include (1) written prescriptions for medications that will be filled at a local/community pharmacy not associated/affiliated with QHI, (2) the "on-site" administration of prescription drug samples and/or selected over-the-counter medications by the medical staff and as approved by the Medical Director, and/or (3) self-administration of medications by those persons served who present for treatment with medications prescribed by competent medical authority. (For clarification, the organization maintains separate policies for its Medication Assisted Treatment Programs; this policy applies only to residential, outpatient and intensive outpatient treatment services).

Procedure

A. Medication Use

1. All staff members who are involved in the implementation of this policy will be trained on:
 - a. How the medication(s) works;
 - b. Risks associated with each medication;
 - c. Intended benefits, as related to the behavior or symptom targeted by the medication;
 - d. Side effects;
 - e. Contraindications;
 - f. Potential implications between medications and diet/exercise;
 - g. Risks associated with pregnancy (as applicable);
 - h. Emphasis on the importance of taking medications as prescribed;
 - i. Need for laboratory monitoring (as appropriate/indicated);
 - j. Rationale for each medication;
 - k. Early signs of relapse related to medication efficacy;
 - l. Signs and indicators of non-adherence to medication prescriptions;
 - m. Potential drug reactions when combining prescription medications, beverage alcohol, tobacco, caffeine, illicit drugs, and alternative medications and nutritional supplements;
 - n. Wellness management; and

- o. The availability of financial supports and resources to assist persons served with handling the costs of associated with medications. Such training will be documented; and
2. Persons served who receive prescription or over-the-counter medications directly from the QHI staff will receive education on items (a) through (o) in paragraph 1 above; such education will be documented in the persons served's records.

B. Medication Control

1. This policy allows for the use of medication samples but requires that all samples be securely stored, inventoried and administered in accordance with the procedures contained in this policy and, all applicable state and federal laws, rules and regulations pertaining to same;
2. As a general rule, the organization does not purchase prescription medications for use in its residential, outpatient and inpatient treatment programs but reserves the right to do so under this policy. The organization does, however, purchase some supplies of over-the-counter medications for administration to persons served;
3. Any over-the-counter medications purchased locally by the organization will be transported directly from the point of purchase to the organization and will be turned over immediately to the medical staff for storage;
4. The responsible pharmaceutical representative will transport medication samples to the organization. Immediately upon receipt of samples, the medical staff will add the samples to the organization's perpetual sample inventory;
5. All medication samples, over-the-counter medications and medications brought into the organization by patients for self-administration (medication monitoring) will be securely stored and handled in accordance with generally-accepted standards of medical practice. This includes a strict prohibition on medications being handled or dispensed by non-medical staff and, the storage of all medications in secured areas or, in locked cabinets with limit staff access and strict accountability (including documentation of shift to shift inventories);
6. The organization will provide secure storage of any/all medications brought into the environment by persons served who present for treatment with medications prescribed for them by competent medical authority. Such medications will be stored separately by persons served name and will not be "inter-mixed" with any other medications;
7. The organization does not package or label any medications. However, the organization will ensure that no medication is dispensed to any persons served unless the medication container includes a label with directions from competent medical authority or the manufacturer for use that conform to the requirements of the Arkansas State Pharmacy Board;
8. The organization does not anticipate any biohazards associated with the use of those medications it dispenses and administers. In the event a biohazardous event occurs, the medical staff will respond and clean it up in a manner consistent with the organization's hazardous waste control policy;
9. Any expired over-the-counter medications purchased by the organization will be disposed of in accordance with the rules and regulations issued by the Arkansas State Pharmacy Board;
10. All expired medication samples will be returned to the responsible pharmaceutical representative for disposal or destruction; all such returns will be documented in the organization's monthly inventories;
11. Medication samples and all other medications maintained on-site will be inventoried by the medical staff at least monthly. Documentation of all inventories will be maintained on file for review by regulatory personnel and/or accreditation surveyors;

12. The organization's staff will oversee all "self-administration" of medications by persons served. The process will ensure that:
 - a. persons served are aware of the medications and doses they are taking;
 - b. medications are administered to the right/correct persons served and, that all persons served identifies are positively confirmed;
 - c. medications are administered in accordance with the directions of the prescribing practitioner; and
 - d. medications are actually taken by the persons served and are not diverted;
13. The organization does not support or allow off-site dispensing of any medication controlled by the organization;
14. For residential services, the following procedures apply:
 - a. An up to date medication administration record (MAR) will be maintained on each persons served receiving medications. The MAR will include all prescription (including non-psychoactive medications) and over-the-counter medications administered;
 - b. Persons served records will include documentation of all medications prescribed by the Medical Director but not actually dispensed/administered by the organization;
 - c. The MAR will include:
 - i. the name of the medication;
 - ii. dosing;
 - iii. frequency of administration;
 - iv. instructions for use, including the method and route of administration; and
 - v. the prescribing professional;
 - d. Contact information for the CDC's Poison Control Center will be posted and immediately available to all staff involved in medication administration and persons served;
 - e. Medications will be utilized as an ancillary support to treatment and will be integrated into treatment as deemed necessary by the organization's Medical Director. Such integration will be addressed in treatment team meetings, persons served staffing sessions (as appropriate), and will be clearly documented and reflected on individual treatment plans; and
 - f. In the event of any medication error or reaction, the Medical Director will be contacted immediately by the most expedient means. The Medical Director will direct any subsequent action to be followed in the event of an emergency related to medication administration. In the event of a medication-related emergency that could jeopardize the safety or life of any persons served, emergency medical personnel will be summoned immediately via the 911 emergency medical response systems.

C. Medication Prescribing, Dispensing and Administering

In addition to the procedures described above, the following procedures will govern medication administration within QHI:

1. To the greatest extent possible, persons served (and/or family members and legal guardians and representatives) will be actively involved in making fully informed decisions related to medication use. This process will include documentation or confirmation of informed consent for each medication prescribed or administered by the organization's medical staff;
2. The organization's Medical Director is available by telephone 24 hours a day, 7 days a week;

3. The medical staff will document and report any observed and/or reported medication reactions. Such reports will be made to the Medical Director and Executive Director and documented in individual persons served records. Medication reactions should also be reported to the organization's leadership for analysis through the organization's critical incident reporting system;
4. The initial assessment process for new persons served will include:
 - a. a review of past medication use including effectiveness, side effects and allergies or adverse reactions;
 - b. identification of alcohol, tobacco and other drug use;
 - c. use of over the counter medications;
 - d. use of medications by women of child bearing age;
 - e. use of medications during pregnancy (as applicable);
 - f. special dietary needs and restrictions associated with medication use;
 - g. results of lab studies and tests or other procedures (as applicable);
 - h. documented assessment of abnormal involuntary movements at the initiation of treatment and every six months for persons receiving typical antipsychotic medications (as applicable);
 - i. documented coordination of care with primary care physicians (when possible);
 - j. screening for common medical co-morbidities using evidence or consensus-based protocols;
 - k. evaluation of co-existing conditions for potential medication impact;
 - l. identification of potential drug interactions, including the use of over-the-counter or homeopathic supplements;
 - m. review of medication use activities including medication errors and drug reactions as part of the organization's quality monitoring and improvement system,
5. For persons being transitioned to other levels of care, the medical staff will discuss the transition with the persons served as well as the need for continuity of medications and provisions for same in the persons served's transition plan;
6. The organization will develop and maintain a medication utilization/evaluation program that includes measures of effectiveness and satisfaction of persons served; this will include a review of medication use activities including medication errors and drug reactions as part of the organization's quality monitoring and improvement system. The results of this program will be incorporated in the organization's annual "performance analysis" and used, as appropriate, to guide the organization's strategic planning as it pertains to its medication program;
7. At least annually, the organization will ensure that a peer review of medications dispensed is conducted and documented. The primary purpose of the review is to assess the appropriateness of each medication as determined by the needs and preferences of each person served and the efficacy of the medication as compared to the purpose for which it was prescribed. The review will include a representative sample of records of persons for whom prescriptions were provided and will:
 - a. determine if the presence of side effects, unusual effects, and contraindications were identified and addressed, if necessary tests were conducted, as medically indicated; and
 - b. Identify the use of multiple simultaneous medications and/or medication interactions. Information from the peer review process will be reported to the applicable staff, be incorporated into the organization's performance improvement system as stated in paragraph 7 above and used to improve the quality of services provided by the organization;

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8. The organization's leadership will adhere to its human resource practices regarding the primary source verification of credentials of all medical staff and, will do so prior to allowing any staff member to provide services to any persons served;
9. The medical staff will document all medication errors and reactions, the use and benefits of as-needed (PRN) doses administered, and efforts to coordinate with other providers when a medication is prescribed by a source other than the organization.

E.4 COMMUNITY COLLABORATIONS

E.4.A. Describe how your company will develop community collaborations and partnerships and your plan to meet the requirements in RFQ Section 2.3 within the Region you are proposing services including but not limited to:

- a. Collaborate with diverse stakeholders within the proposed Region.**
 - QHI utilizes a professional marketing team that is in constant contact with the diverse stakeholders within the region to develop trainings, establish programing and for strategizing to meet the specific needs of the stakeholders and the clients. In addition, QHI has implemented and maintains a strong telemedicine and telehealth therapy program to allow for medial and clinical outreach for the more rural communities of the region.
- b. Collaborate within the community to assist with assistive outreach, Early Intervention, and stabilization of individuals who may reside in jails, be hospitalized, experiencing a FEP, or have re-occurring crises.**
 - QHI has stablished working relationships with schools, hospitals and the judicial system in the targeted region.
- c. Assist in developing short and long-term solutions to help individuals connect with community supports.**
 - The maintenance of existing community relationships will ensure that individuals receive the services that are needed. QHI also maintains an up to date list of all community and statewide resources to ensure quality care and continuity of care for all individuals seeking assistance. Each outpatient clinic allows other community-based providers to display their marketing materials for the benefit of QHI clients and the community at large.
- d. Focus on developing collaborations to prevent deterioration of Clients and enhance Clients' functioning and provide community members with a full array of medically necessary behavioral health care services.**
 - QHI utilize an array of QBHPs and Peer support specialist to ensure that clients receive a full array of supportive services as deemed medically necessary.
- e. Develop partnerships with child and youth serving agencies and family organizations to avoid children and youth being placed outside their home and community.**
 - QHI has a positive working relationship with DCFS with the common goal of keeping families unified. An example of this is QHI's Supportive Women's Services, which allows mothers and children to remain together in a residential apartment setting during the mother's treatment. DCFS referrals are considered a priority population and receive priority scheduling.

E.5 STAFFING REQUIREMENTS

E.5.A. Describe your company's staffing plan for the Region you are proposing to provide services and how you will ensure the services you render to Clients are provided within the scope the performing healthcare provider:

- Quapaw House, Inc. provides all direct care staff with in-house training for Non-Violence Crisis Intervention (CPI) as well as CPR and First Aid certifications. Based on the position, QHI provides in-house training for both Qualified Behavioral Health Professionals (QBHP) and Regional Detoxification Specialist (RDS) certifications. Additionally, on-going training to all staff is provided through weekly team and departmental meetings as well as special topic educational sessions in lunch and learns formats. Quality Assurance and Interdisciplinary Team meetings are held weekly as well and documented with regard to staff training and educational needs identified therein.
 - Tracking of trainings attended, certifications received and licensure documentation is accomplished electronically through a combination of our Electronic Medical Record (EMR), Credible and our payroll and human resources system, ADP.
 - Specific on site trainings are identified within the policy and procedure manual sections immediately following this section.
- a. **Describe your policies and procedures for training all staff and tracking the training requirements.**
 - a. Please see the official policy from QHI's Policy and Procedure manual immediately following this section.
 - b. **Describe your ability to demonstrate on-going staff development and recruitment.**
 - a. Please see the official policy from QHI's Policy and Procedure manual immediately following this section.
 - c. **Describe your efforts to ensure all staff are good stewards of state and federal funds.**
 - a. Please see the official policy from QHI's Policy and Procedure manual immediately following this section.



Policy Title: Human Resources
Section: Initial and Ongoing Training 1.I.(10)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

June 2016

Policy

It is the policy of *QHI* to ensure that all personnel (employees, contractors, students, and volunteers) are provided training at or near the time of hire and on an ongoing basis.

Procedure

A. Initial Training

1. All personnel are required to complete Orientation within one week of their hire or engagement date.
2. All direct care personnel are required to complete in-service training related to their specific position prior to commencement of providing services.
3. All clinical employees and support staff such as unit managers (techs) are provided in-house training in the following areas by certified employees and prior to the expiration date of the clinical employee's certificate:
 - a. CPR;
 - b. First Aid; and
 - c. CPI.
4. Human Resources is responsible for ensuring the above certificates are kept active and documented in the employees' personnel records.

B. Ongoing Training

1. In addition to training that occurs at or near the time of hire, ongoing training updates for all personnel include, at a minimum:
 - a. Rights of the persons served;
 - b. Person-and family-centered services, meaning personnel are trained to:
 - i. Base services on the:
 - a) Strengths;
 - b) Needs;
 - c) Abilities;
 - d) Preferences;
 - e) Desired outcomes; and
 - f) Cultural background of the person or family served.
 - ii. Develop the individual recovery plan with the input of the persons and/or families served;
 - iii. Identify what persons served/families want to achieve and what kind of supports are needed to achieve such;
 - iv. Identify and recognize the process of recovery as applicable to the provided services.
 - a. The prevention of workplace violence;
 - b. Confidentiality requirements;
 - c. Cultural competency; meaning training directed toward:
 - i. Promoting competency in working with ethnically or otherwise diverse populations; and
 - ii. Recognizing and responding to any unique aspects of the persons served.
 - d. Expectations regarding professional conduct which includes a review and receipt of *QHI's* Business Code of Conduct.



Policy Title: Human Resources
Section: Competency Based Training 1.I.(11)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

June 2016

Policy

It is the policy of *QHI* to ensure that all personnel providing direct care services receive competency based training.

Procedure

A. Identification of Competencies

1. *QHI* has defined the following clinical "skills set" as being necessary to provide effective integrated treatment services:
 - a. Screening (determining eligibility for admission to treatment);
 - b. Intake (initial assessment procedures for admission to a program);
 - c. Orientation (explaining all aspects of treatment including but not limited to rules, regulations, expectations, treatment and discharge planning, persons served rights, financial costs and responsibilities, grievance procedures and hours of operation);
 - d. Assessment (determining a persons served's strengths, needs, abilities and preferences for the development of the treatment plan);
 - e. Treatment Planning (the identification and ranking of problems to be addressed in treatment and the identification of specific treatment goals and objectives, appropriate interventions and resources to be utilized);
 - f. Counseling (special skills to assist persons served, family members and/or significant others to achieve treatment goals and objectives);
 - g. Case Management (coordination activities that bring services, agencies, resources or people together toward achievement of treatment goals and objectives);
 - h. Crisis Intervention (services that respond to a persons served's needs during acute emotional and/or physical distress);
 - i. Persons served Education (provision of information regarding substance abuse and available services and resources);
 - j. Referral (identifying persons served needs and resources outside the scope of the organization and assisting persons served in accessing those resources and services);
 - k. Report and Record Keeping (clinical documentation and charting results of assessments, treatment planning and writing progress notes and preparing other persons served-related documents);
 - l. Consultation With Other Professionals in regard to persons served treatment/services: (relating appropriately with other clinic and/or outside professionals to assure comprehensive quality care for the persons served);
2. The Executive Director, Program Coordinators, Clinical Directors, and/or immediate supervisors assess the knowledge and competencies of *QHI* personnel at least annually.

B. Staff Competencies

- a. Staff competencies (current knowledge and technical competency/proficiency) are evaluated upon hire and prior to providing direct care services, and during, but not limited to:
 - a. Annual performance evaluations (job evaluations);
 - b. Treatment team meetings; and
 - c. Clinical supervision sessions.

2. *QHI* determines that all personnel providing direct care services are competent by first ensuring appropriate certification and/or licensure is verified.
3. *QHI* evaluates professional competencies as part of the supervision process through direct and periodic observation and documentation of:
 - a. Screenings;
 - b. Intakes;
 - c. Assessments;
 - d. Provision of psycho-educational and substance abuse educational groups;
 - e. Group and individual counseling/therapy sessions; and
 - f. Other events involving service delivery.
4. The Program Coordinators, Clinical Directors, and immediate supervisors of personnel providing direct care services are responsible for assessing, documenting, and addressing competency of those they supervise.
5. All staff members are oriented to clinic/organizational policies and procedures through:
 - c. A formal requirement to read the Policy and Procedures Manual and sign an acknowledgement of same; and
 - d. On-site job orientation under the supervision of an appropriately experienced staff member or supervisor.

C. Provision of Competency Based Training

- a. *QHI's* Executive Director, and Program Coordinators, are responsible for ensuring provision of, or arrangement for, competency-based training for direct care personnel.
- b. Competency based training is provided and/or arranged for in the following:
 - a. Areas that reflect the specific needs of the persons served;
 - b. Clinical skills that are appropriate to the position;
 - c. Individual recovery plan development;
 - d. Interviewing skills;
 - e. Assessment skills; and
 - f. Program-related research-based treatment approaches.
- c. When *QHI* provides in-house competency based training, administration of post-tests provides a means of evidence of competency.
- d. Documentation of competency based training is maintained in individual personnel records.



Policy Title: Human Resources
Section: Personnel Skills and Training 1.I.(4)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

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Policy

It is the policy of *QHI* to identify the skills of personnel needed to assist persons served and support *QHI* in accomplishing its mission and goals. *QHI* provides orientation, training, and resources for all personnel to maintain their competency and to provide for their growth and development.

Procedure

A. Personnel Skills and Characteristics

1. *QHI*'s Executive Director, Program Coordinators, Human Resources Director, and other employees as appropriate, identify the skills and characteristics needed to:
 - a. Assist the persons served in the accomplishment of their established outcomes; and
 - b. Support the organization in the accomplishment of its mission and goals.
2. Basic skills and characteristics needed by staff members are described in *QHI*'s job descriptions.
3. More specifically, *QHI* has defined the following clinical "skills set" as being necessary to provide effective integrated treatment services:
 - a. Screening (determining eligibility for admission to treatment);
 - b. Intake (initial assessment procedures for admission to a program);
 - c. Orientation (explaining all aspects of treatment including but not limited to rules, regulations, expectations, treatment and discharge planning, persons served rights, financial costs and responsibilities, grievance procedures and hours of operation);
 - d. Assessment (determining a persons served's strengths, needs, abilities and preferences for the development of the treatment plan);
 - e. Treatment Planning (the identification and ranking of problems to be addressed in treatment and the identification of specific treatment goals and objectives, appropriate interventions and resources to be utilized);
 - f. Counseling (special skills to assist persons served, family members and/or significant others to achieve treatment goals and objectives);
 - g. Case Management (coordination activities that bring services, agencies, resources or people together toward achievement of treatment goals and objectives);
 - h. Crisis Intervention (services that respond to a persons served's needs during acute emotional and/or physical distress);
 - i. Persons served Education (provision of information regarding substance abuse and available services and resources);
 - j. Referral (identifying persons served needs and resources outside the scope of the organization and assisting persons served in accessing those resources and services);
 - k. Report and Record Keeping (clinical documentation and charting results of assessments, treatment planning and writing progress notes and preparing other persons served-related documents);
 - l. Consultation With Other Professionals in regard to persons served treatment/services: (relating appropriately with other clinic and/or outside professionals to assure comprehensive quality care for the persons served);
4. The Executive Director, Program Coordinators, Clinical Directors, and/or immediate supervisors assess the knowledge and competencies of *QHI* personnel at least annually.

B. Staff Competencies

1. Staff competencies (current knowledge and technical competency/proficiency) are evaluated upon hire and prior to providing direct care services, and during, but not limited to:
 - a. Annual performance evaluations (job evaluations);
 - b. Treatment team meetings; and
 - c. Clinical supervision sessions.
 1. All staff members are oriented to clinic/organizational policies and procedures through:
 - a. A formal requirement to read the Policy and Procedures Manual and sign an acknowledgement of same; and
 - b. On-site job orientation under the supervision of an appropriately experienced staff member or supervisor.

C. Training, Learning, and Growth of Personnel

1. The Executive Director, Program Coordinator, or designee, ensures:
 - a. The provision of orientation and training needs of personnel;
 - b. Documentation of new employee orientation; and
 - c. Training logs are maintained in records.
2. QHI conducts ongoing training on a regular basis that includes, but is not limited to:
 - a. Orientation,
 - b. In-service, and
 - c. Career development programs.
3. QHI has developed a formal training manual for all new staff.
4. Completion of the training material is mandatory and establishes a training baseline for all staff.
5. As resources permit, staff members may be authorized to attend professional conferences and in-service workshops such as those hosted by the University of Arkansas at Little Rock, Summer School on Drug Treatment Studies, and the Mental Health Council of Arkansas Summer Institute.
6. Career development activities include both professional and paraprofessional employees.
7. QHI seeks resources, both monetary and in-kind, and makes time available so that employees may improve their ability to perform their present duties and/or advance to new positions both within and outside the agency.
8. QHI's orientation and ongoing training for personnel address, at a minimum:
 - a. Receipt of the Personnel Policies and job description;
 - b. Review of confidentiality requirements including an overview of HIPAA and C.F.R. 42, Part 2 and review of examples of common inquiries and how to handle in such a way to protect confidentiality;
 - c. Review of QHI's Code of Ethics and Arkansas Substance Abuse Credentialing Board (ASCAB) Code of Ethics that include, but is not limited to:
 - i. QHI's philosophy of working with persons served with respect and dignity;
 - ii. Examples of handling angry persons served in order to prevent escalation and notifying the primary counselor of behavior via written narrative;
 - iii. Dual relationships such as AA/NA involvement and provision of services;
 - iv. Appropriate, professional boundaries;
 - v. Reporting of suspected or known abuse and neglect;

- vi. Reporting suspected or known waste and/or fraud;
 - vii. Rights of the persons served;
 - viii. Rights of personnel; and
 - ix. Reporting infractions of a serious nature or repeated infractions to the Ethics Committee of ASCAB.
- d. Overview of Crisis Intervention tools;
 - e. Review of medication self-administration procedures, as appropriate to position;
 - f. Overview of common psychotropic drugs and drugs that may need special permission for persons served' use or may not be used by persons served;
 - g. Review of Policy and Procedures;
 - h. *QHI's* philosophy and practices regarding:
 - i. Customer service;
 - ii. Diversity;
 - iii. Expectations regarding professional conduct;
 - iv. Health issues and advocacy, including prompt communication about health issues; such as:
 - a) Support services that would allow persons served to remain active in their communities of choice;
 - b) Special health considerations and screenings that might be appropriate to the needs of persons served;
 - c) How to assist persons served to gain increased knowledge and capability to manage their own health and advocate for their health needs; and
 - d) Information on advocacy groups and other resources available and accessible to persons served.
 - v. Mobility;
 - vi. Person-centered practice; and
 - vii. Personal privacy.
 - a. Safety of the persons served; and
 - b. Unique needs of the persons served.
9. Each employee of *QHI* has an immediate supervisor who is responsible for over-seeing the employee and completing performance evaluations on at least an annual basis.
10. *QHI* requires all employees to participate in the type and amount of continuing professional education required for maintaining certificates and licenses relevant to employment at *QHI*.
11. The Executive Director, Program Coordinator, and/or other supervisors, as appropriate, may permit or direct the attendance of employees at meetings, conferences, or seminars intended to improve their skills or knowledge.
12. Acceptance and completion of training by an employee at reasonable times and with reasonable frequency is a condition of employment.
13. For educational purposes, an irregular work schedule may be approved at the discretion of the Program Coordinator.
14. Human Resources is responsible for verifying certificates/licenses required for the position of employment are kept active and documented in the employees' personnel records; verification of credentials is documented on the appropriate form and maintained in the personnel records of credentialed employees.



Policy Title: Human Resources
Section: Recruitment/Retention/Turnover 1.I.(3)
Effective Date: 8/1/2010
Date(s) Revised: 8/1/2011;12/12/12

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Policy

It is the policy of *QHI* to demonstrate recruitment and retention efforts and identify trends in personnel turnover. Components of recruitment and retention address identifying the skills of personnel needed to assist persons served and support *QHI* in accomplishing its mission and goals, means of retaining skilled and experienced personnel, and identifying turnover trends.

Procedure

A. Recruitment

1. *QHI*'s Executive Director, Program Coordinators, and designees:
 - a. Recruit personnel ensuring equal opportunities in:
 - i. Recruitment and hiring,
 - ii. Termination,
 - iii. Transfers;
 - iv. Promotion practices;
 - v. Training;
 - vi. Place of work;
 - vii. Compensation; and
 - viii. Benefits.
 - b. Recruit personnel without regard to any protected category, such as:
 - i. Height,
 - ii. Weight,
 - iii. Race,
 - iv. Gender,
 - v. Religion,
 - vi. Age,
 - vii. National origin,
 - viii. Veteran's status,
 - ix. Marital status, or
 - x. Disability.
 - c. Recruit personnel in accordance with Federal and State regulations.
 - i. *QHI* provides employment opportunities to the widest possible range of candidates and selects from the group that best meets each program's needs and the persons served.
 - ii. Selections, retention, and promotion are based upon merit and applicable personnel policy as set forth in *QHI*'s Personnel Policies and these Policies and Procedures.
 - iii. All advertisement for employees indicates *QHI* is an Equal Opportunity Employer and considers qualified applicants for employment without regards to race, color, age, religion, sex, national origin, disability, veteran status, sexual preference, handicap, or any other characteristic protected by law; this practice governs all aspects of employment including selection, job assignment, promotion, compensation, discipline, termination and access to benefits and training.
 - iv. The criteria for selection are the level of professional expertise and training required for the stated position and experience in similar type activity.
 - v. Qualified applicants with disabilities, as defined in the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 may request any needed accommodations to participate in the application process.

- vi. *QHI* also makes every effort to provide for the reasonable accommodation and support to promote the participation of persons with disabilities as staff members. (See Request for Reasonable Accommodation Form)
- vii. Recruitment for all staff positions is by public advertisement utilizing, but not limited to, the:
 - a. Local news media; and
 - b. Employment Security Division.
 - i. Information regarding position openings is also posted at a central location within *QHI* advising all interested employees of the opportunity.

B. Retention Efforts

1. The Executive Director, Program Coordinators, and other managers, as appropriate, develop retention plans that address:
 - a. Quality supervision;
 - b. Competitive salaries;
 - c. Fringe benefits;
 - d. Employee recognition; and
 - e. Other practices recognized as effective in retaining employees, as appropriate for *QHI*.
2. When developing employee retention plans, the following are considered:
 - a. Trends in personnel turnover as identified through:
 - i. Employee exit interviews;
 - ii. Employee Satisfaction Surveys;
 - iii. Employee Grievances/Complaints; and/or
 - iv. Focus groups.
 - b. Budgets that include an accurate assessment of the cost of non-retention;
 - c. Creative means of recognition and reward; and
 - d. Appropriate ideas/suggestions presented by employees, persons served, and/or stakeholders, including the Board of Directors.
3. Due consideration is given to qualified employees in filling vacant or newly established positions.
 - a. Promotions or reclassifications are based on the employee's capacity to meet the requirements of the job, and determined by past performance and professional qualifications; length of service is a consideration only if all other factors are equal.
 - b. In the case of promotions or reclassifications, the employee's salary review date will not change with promotion or reclassification and the employee will be assigned to the base of the new classification.
 - c. When the reclassification is a promotion and the new salary is less than the previous salary, the Program Coordinator and/or Executive Director will review the classification of the employee's position.
 - d. Employees may apply for a transfer to a different position within the organization following successful service at *QHI*; a review of the employee's personnel file is made before approval or denial of transfer.
 - e. When transfer of staff is necessitated by organizational changes, an effort is made to place the affected employees in positions of comparable pay and level of responsibility.
 - f. To the extent possible, employees are transferred to positions where their skills are best utilized.
 - g. Due consideration is given to the desires and/or choices of employees involved.

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E.6 RECORDS AND REPORTING

E.6.A. Describe your company's policies and procedures related to Client records and record retention including:

- a. A description of the electronic medical records system you use and what documentation is captured in the electronic medical records system.**
 - Quapaw House subscribes to the Credible Behavioral Health Software for Electronic Medical Records (EMR) purposes. Credible is a corporation that provides an EMR specifically designed for the behavioral health field. Credible's home office is located at 1 Choice Hotels Circle, 11th Floor, Rockville, MD 20850, and may be reached at 301-652-9500. The Credible EMR provides the ability to perform all clinical and administrative functions within the software, providing a centralized data warehouse for all patient-centered records. This includes the treatment services provided, treatment plans, diagnosis, medical history, medications, etc. The Credible EMR also provides tools and reporting to assist managing the client care.
- b. How you plan to document all services rendered via the Contract's funding sources and report this data to DHS in the DHS-approved format and timeframe.**
 - Quapaw House documents all services rendered using the established Electronic Medical Record. A staff position will be identified and trained as the contact person to provide requested and required reports to DHS. This person will be assigned to organize the data using the Electronic Medical Record as the source, and prepare the reporting within the timeframes specified.

E.7 APPEALS AND GRIEVANCE PROCESS

E.7.A. Describe your plan for providing a system for handling individual complaints and appeals, and cooperating fully with the processing of any complaint or appeal.

Quapaw House strives to uphold and protect the dignity and integrity of the persons served. Because of this, Quapaw House has implemented procedures whereby persons served can file complaints and resolve grievances. Quapaw House does not tolerate any act of retaliation against a person served who files complaints against any of its employees or officers.

Upon entering treatment services, the primary treatment professional ensures that the person served has received and understands the grievance/complaint process. The primary treatment professional also ensures that the individual knows who serves as the Quapaw House Grievance Officer as well as how to make a complaint. Staff also ensure that the individual understands that they have the right to have the assistance of another person when making a complaint, but that no person rendering assistance has access to confidential information unless they sign a release to that effect. Quapaw House Grievance Forms are available in the reception areas for persons served, family members of persons served, and other various stakeholders. Once an individual submits a complaint, Quapaw House then views the complaint as a grievance.

If a complaint is made to a Quapaw House employee who is unable to readily resolve the complaint, the individual making the complaint is encouraged to present the complaint to the primary counselor orally or in writing within forty-eight (48) hours of the issue that has led to the complaint. The primary counselor then has forty-eight (48) hours to attempt to resolve the issue. If the person served is not satisfied with the proposed resolution, then the individual is encouraged to submit their complaint on the Quapaw House Grievance Form to the Quapaw House Grievance Officer. The completed form must be submitted within forty-eight (48) hours following receipt of the primary counselor's suggested resolution. Upon receipt, the Grievance Officer then has forty-eight (48) hours to propose a resolution.

If the individual is not satisfied with the proposed resolution, then they are encouraged to submit a Quapaw House Grievance Form stating the previous steps taken and their reasons for dissatisfaction with the proposed resolutions to the Program Coordinator. The individual must submit the complaint to the Program Coordinator within forty-eight (48) hours of receiving the resolution proposed by the Quapaw House Grievance Officer, and the Program Coordinator has forty-eight (48) hours to meet with the individual and offer a resolution. If the person served does not accept the proposed resolution of the Program Coordinator, they are encouraged to submit the Quapaw House Grievance Form, with the actions taken and reasons resolutions have not been accepted, to the Executive Director. This must be submitted within forty-eight (48) hours following the receipt of the Program Coordinator's proposed resolution. The Executive Director has seventy-two (72) hours to respond to the grievance.

If the individual is not satisfied with the resolution proposed by the Executive Director, then the individual may submit the Quapaw House Grievance Form with the actions taken and reasons resolutions have not been accepted to the President of the Board of Directors. This too must be submitted within forty-eight (48) hours of following the receipt of the Executive Director's proposed resolution. The Quapaw House Grievance Officer or other chosen representative may assist the person served in submitting the form to the President of the Board of Directors. If the individual does not accept the resolution proposed by the Board of Directors, the individual is encouraged to present their grievance to the Division of. For persons who are no longer receiving services from Quapaw House, this procedure must be submitted within ten (10) days from completion of treatment. The Quapaw House Grievance Officer may also assist the person with submission of the grievance to DBHS.

If needed by the individual, writing materials and stamps will be provided and/or access to a telephone for the completion of any of the complaints. The Quapaw House Grievance Officer ensures that person served is advised of the final disposition of the grievance, and the Quapaw House Grievance Officer also makes a written report to the Executive Director.

It is Quapaw House's policy that every grievance that rises to the level of review by the Executive Director is reported to the Board of Directors. The Executive Director informs the Board at its' monthly meetings of any grievances that rise to that level of review, and the Executive Director addresses any actions or trends indicative of recurring problems with the provision of Quapaw House services and corrective actions taken in his annual report to the Board. If areas are identified as representative of trends, those areas are considered for performance improvement and are included within Quapaw House's Performance Improvement Plan with actions taken or to be taken identified. These trends are also considered when revising the Strategic Plan of Quapaw House.

E.8 QUALITY ASSURANCE

E.8.A. Describe how you will develop and utilize quality assurance and quality improvements methods to ensure that the appropriate services and treatments for Clients with the most serious behavioral illness, including those with re-occurring crises, hospitalization, and emergencies, are receiving the most effective and efficient treatment modalities available.

- QHI currently has a state-wide QA team that monitors charts on an on-going basis to assess our quality of care. QHI also receives feedback through satisfaction surveys, grievances, complaints and suggestions to determine areas of needed improvement. We utilize this feedback to make adjustments in services as needed in an effort to best accommodate and meet the needs of our patients.

E.9 VENDOR COMPENSATION AND FINANCIAL MANAGEMENT

E.9.A. Describe how it will comply with the requirements set forth in RFQ Section 2.9 regarding utilization of funds provided by DHS:

- a. Attest you shall utilize DAABHS funds only for the populations defined in RFQ Section 2.3.2.**
 - a. By responding to this RFQ, Quapaw House, Inc. is attesting that they will comply with the requirements set forth in Section 2.9 regarding the utilization of funds provided by DHS for the service delivery duties described in Section 2.3.2. Quapaw House, Inc. certifies that they have reviewed the contents of the RFQ and agree that the terms and conditions are expressly acceptable without change or modification. Quapaw House, Inc. certifies and declares that it will utilize the funds only for the populations defined in Section 2.3.2.
- b. Describe how you will keep receipts of purchases for SSBG Title XX services and send billing to DHS monthly according to the SSBG Block Grant Manual (Attachment H).**
 - a. Quapaw House, Inc. will keep receipts and attach copies of the receipts to the DHS monthly bill according to the SSBG Block Grant forms DHS-0100 and DHS-0145 requirements.
- c. Describe your ability to bill private insurance plans, Medicaid, Medicare, and Veterans Administration benefits and how you will ensure you bill these payor sources when an individual is enrolled such that contracted funds will be the payor of last resort.**
 - a. When clients require the CMHC services, financial eligibility is determined and if clients do not qualify for service benefits provided by Medicaid, Medicare and Veterans Administration benefits, then clients can complete a DHS-0100 form. The application for SSBG services will be reviewed and approved only if the client has no other source of payment. Quapaw House, Inc. processes billing to all payor sources including Medicaid, Medicare and private insurance and will continue with these current billing practices.
- d. Attest you shall undergo an annual audit conducted by a certified public accounting firm.**
 - a. Quapaw House, Inc. is required to undergo an annual audit conducted by a certified public accounting firm per national accreditation as well as state licensing requirements and will continue to uphold this obligation henceforth.
- e. Describe how your agency will utilize funds toward the development of infrastructure.**
 - a. On an ongoing basis, Quapaw House, Inc. seeks to improve efficiencies and performance for providing client services and streamlining the reporting requirements from staff. This includes computer software improvements, electronic health records management expansion and a transfer of server-based to web-based software/server usage. The technology needs for the organization tied to the community based mental health care industry is evaluated periodically especially related to the integrated care model and new technology-based options. A three-to-five year strategic technology assessment plan is under consideration and tied to the changing industry trends.

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 been 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

33rd 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 cursive script 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

Aduston Spivey



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. DeJanna, M.D.
Amy S. DeLuca, M.D.
Erin Braden Gross, M.D.
Johnathan W. Lewis, M.D.
David H. Menley, 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

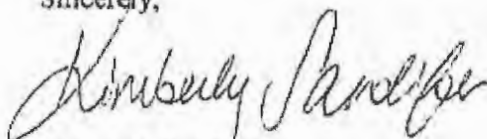
To Whom It May Concern:

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 Sandifer
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

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@hscdlions.org

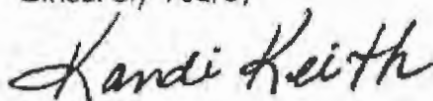
March 5, 2019

Coleman Matthews
Chief Clinical Officer
Quapaw House Inc.

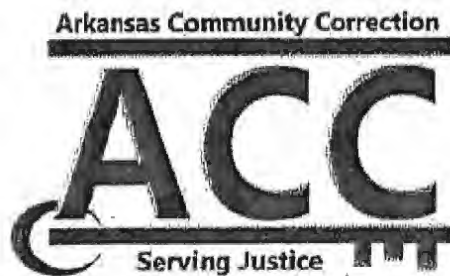
Dear Mr. Matthews,

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 printed 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



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 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. DIOKEY
Drug Court Administrator
VICKIE S. HASSELL
Certified Court Reporter
TIM E. MCLAUGHLIN
Case Manager
CORPORAL ERIC G. SIZEMORE
Court Liaison
DEPUTY WILLIAM O. 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 black ink, appearing to read "C.R. Beaumont", written over a horizontal line.

Cristi R. Beaumont, Circuit Judge

BREAKTHRU

Medical Withdrawal Management



740 Spirit 40 Park Drive
Chesterfield, Missouri 63005
636.489.3138

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



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,

A handwritten signature in black ink, appearing to read "Mark Allen".

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 black ink, 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

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

Cassy Bright *11-08-2018*
Cassy Bright, Director Date
Quapaw House

Arkansas Therapy Group

610 W. Grand Avenue, Suite A
Hot Springs, AR 71901
(501) 625-7800

**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.

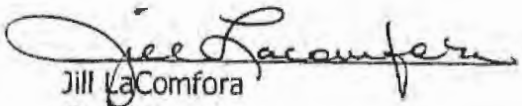
Therefore, both organizations agree to provide mutual referrals to the other on an "as needed" basis and as clinically indicated and appropriate. This agreement includes a provision to provide emergency services in support of the other organization in the event of any situation or condition that might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



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
 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-Hubb 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.
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- 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.

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- 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

Strongsville SCHOOL District
 By: Jeff Atkinson
 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

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

"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 (MOU) 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.

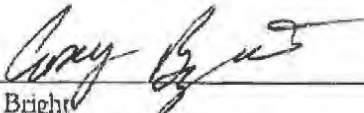
- a. Agrees to notify JCCSI staff 72 hours in advance the number of participants that will be tested on the scheduled testing day.
- b. Agrees to provide space for testing that will provide privacy / confidentiality.
- c. Agrees to notify JCCSI designated staff immediately of the admission of any self-identified 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.

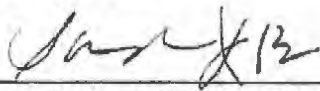
V. TERM AND TERMINATION

- 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



Birch Tree
Communities, Inc.

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.

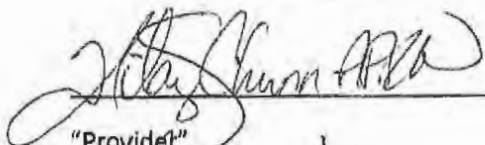
Both parties agree and understand to the following:

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.

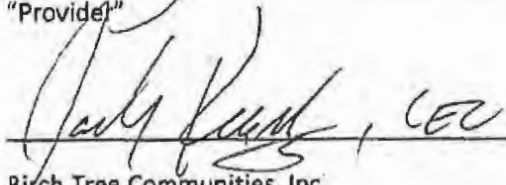
12. As a business associate of Birch, I understand that electronic health records are a means to provide, coordinate and manage treatment for members' mental and physical well-being. I agree to ensure Birch Privacy Practices and HIPAA guidelines for protected health information are followed during any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



"Provider"

6/7/2017

Date



Birch Tree Communities, Inc.

6/7/2017

Date

Jack Keathley, CEO

UAMS



PSYCHIATRIC
RESEARCH INSTITUTE

UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES

CENTER FOR ADDICTION SERVICES & TREATMENT

Michael Mancino, M.D.
Program Director

4301 West Markham St., #835
Little Rock, AR 72205-7199
501.526.8400

Peggy Healy, LCSW
Clinic Administrator

June 1, 2018

REFERRAL AGREEMENT

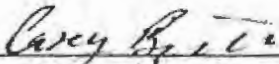
We the undersigned, recognizing the need for cooperation in the substance abuse services, agree to a mutually acceptable working relationship. This agreement will enable both facilities to refer patients from their respective programs to the other; however, feasibility of accepting the referred patient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

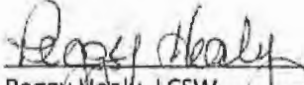
This agreement shall remain in effect unless it is formally terminated by one or both parties upon a 30 day written notice. This agreement shall serve the periods of July 2018 through June 2020.

APPROVED:



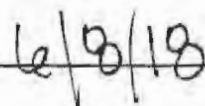
Program Director/Administrator

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



Peggy Healy, LCSW

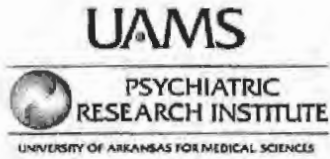
CAST Administrator/Clinic Manager
UAMS Center for Addiction Services & Treatment
4301 W. Markham St., Slot #835
Little Rock, Arkansas 72205-7199
501.526.8400



Date



Date



CENTER FOR ADDICTION SERVICES & TREATMENT

Michael Mancino, M.D.
Program Director

4301 West Markham St., #835
Little Rock, AR 72205-7199
501.526.8400

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 cursive script that reads "Peggy Healy".

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

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: *HW*

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 DBIIS 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: *CSB*
SUB. INITIAL: *WJ*

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.

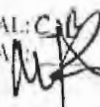
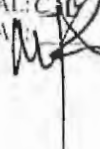
3. The Subcontractor shall participate in a Subcontractor Administrative Fee that will be assessed at issuance of the Subcontractor reimbursement payment. This fee will not exceed 10% of the total billed by the Subcontractor payable to the Primary Contractor. The Primary Contractor will hold this out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

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: 
SUB. INITIAL: 

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: CJD
SUB. INITIAL: [Signature]

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 Beginning, C.A.S.A.

Quapaw House, Inc.

Approved by:

Approved by:

Witness:

Witness:

Date:

Date:

M. Friedman
Marian F. Sheen
12/11/18

Corey Burt
Jennie Ellis
12-11-18

P.C. INITIAL: *CWA*
SUB. INITIAL: *WCP*

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 30th 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

[Handwritten Signature]
Signature Executive Director

7/20/18
Date

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

71-0526149
Federal Identification Number

Quapaw House, Inc.

[Handwritten Signature]
Signature Executive Director

7/16/18
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 30th 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.

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Abuse Counseling upon completion of

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Quapaw House, Inc. 4/8
S OF NEW BEGINNINGS

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

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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 D&HS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.

4.2 Payment codes, unites, 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 | \$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 | 12 units | 15 minutes | \$10.83 |
| Observational Detoxification | N/A | 4 admissions | Each Admission (minimum of 24 hours per admission) | \$200.00 |
| Specialized Women's Services | N/A | 120 units | One day | \$120.00 |

All limits listed in the above table are on a per client 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

 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.
 07/16/18
Signature Executive Director Date

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

71-0545718
Federal Identification Number

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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 7 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: 10/11/2018

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,

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- 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.

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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: Cory 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 within 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

SUBCONTRACTOR

Harbor House, Inc.

Quapaw House, Inc.

Approved by: *James Henderson*

Approved by: *Cory [Signature]*

Witness: _____

Witness: *Jessica Ellis*

Date: *10/11/2018*

Date: *10/11/2018*

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

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 7 page contract to be executed on the date and year below.

PRIMARY CONTRACTOR

SUBCONTRACTOR

Counseling Associates, Inc.

Quapaw House, Inc.

Approved by: Brian W. Davis

Approved by: Craig R. [Signature]

Witness: Shelia Isby

Witness: Jessica [Signature]

Date: 10-8-18

Date: 10/1/2018

Internal Revenue Service
District Director

Department of the Treasury

Date: APR 04 1983

Our Letter Dated:
August 18, 1981
Person to Contact:
EO Technical Assistor
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 notices 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

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CINCINNATI OH 45999-0038

In reply refer to: 0248254921
Dec. 03, 2015 LTR 4168C 0
71-0545718 000000 00

00028615
BODC: TE

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

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 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).

0248254921
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

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

L1812343136-31L002

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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 <u>OR</u> 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

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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.

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:

- 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.