BID RESPONSE PACKET 710-24-025

BID SIGNATURE PAGE

Type or Print the following information.

	PROSPE	CTIVE CONTR	RACTOR'S INFORMA	TION		
Company:	Recovery Centers of Arl	ansas, Inc.				
Address:	9219 Sibley Hole Road					
City:	Little Rock		State:	Arkansas	Zip Code:	72209
Business Designation:	☐ Individual☐ Partnership		Proprietorship poration		Public Servic	ce Corp
Minority and Women-Owned Designation*:	 Not Applicable African American Asian American AR Certification #: 		c American 🛛 🗍	Women-Ow		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION						
	Provide contact infor	mation to be u	sed for bid solicitation	related ma	tters.	
Contact Person:	David Bradshaw, LCS	N	Title:	Executive	Director	
Phone:	501-614-4900		Alternate Phone:	501-614-4	931	
Email:	dbradshaw@rcofa.org	, jkniep@rcof	a.org, edouglas@rco	ofa.org		
	CON	FIRMATION C	OF REDACTED COPY	1		
 YES, a redacted copy of submission documents is enclosed. 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. 						
Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's Bid 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.						
	COM	BINDED CER	TIFICATIONS FORM			
Prospective Cont Contracting with to	ractor has included in this he State of Arkansas.	submission p	acket the signed Atta	achment H:	Combined C	Certifications for
The signature belo	ized to bind the Prospecti w signifies agreement that ctive Contractor's bid to b	any exception	that conflicts with a F		•	Solicitation will

Authorized Signature:	Card Bradshaw The Sur	Title: _	Executive Director	
Printed/Typed Name:	David Bradshaw, LCSW	Date: _	3/12/25	

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are <u>NON-mandatory</u> **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 the bid solicitation.

Vendor Name:	Recovery Centers of Arkansas, Inc.	Date:	3/12/25
Signature:	Dail Bradshaw usur	Title:	Executive Director
Printed Name:	David Bradshaw, LCSW		

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
		official and according to the second se

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

COUNTIES

Instructions: Select each county in which services can be provided by the Prospective Contractor.

Arkansas	
Ashley	
Baxter	
Benton	
Boone	
Bradley	
Calhoun	
Carroll	
Chicot	
Clark	
Clay	
Cleburne	
Cleveland	
Columbia	
Conway	
Craighead	
Crawford	
Crittenden	
Cross	
Dallas	
Desha	
Drew	
Faulkner	
Franklin	
Fulton	

Garland	
Grant	
Greene	
Hempstead	
Hot Spring	
Howard	
Independence	
Izard	
Jackson	
Jefferson	
Johnson	
Lafayette	
Lawrence	
Lee	
Lincoln	
Little River	
Logan	
Lonoke	X
Madison	
Marion	
Miller	
Mississippi	
Monroe	
Montgomery	
Nevada	

Newton	
Ouachita	
Perry	
Phillips	
Pike	
Poinsett	
Polk	
Pope	
Prairie	X
Pulaski	X
Randolph	
Saline	X
Scott	
Searcy	
Sebastian	
Sevier	
Sharp	
St. Francis	
Stone	141
Union	
Van Buren	
Washington	
White	
Woodruff	
Yell	

All counties (Statewide)

SERVICE TYPES

Instructions: Select each type of substance abuse treatment service that can be provided by the Prospective Contractor. All services will include intake and assessment.

Residential - Full day	X
Residential - Partial Day	X
Residential - Adolescent	
Outpatient – Individual	X
Outpatient - Family	X
Outpatient - Group	x

Outpatient – multi-family group	X
Outpatient – Adolescent	
Outpatient - Intensive	
Specialized Women Services	
RADD Observation Detox	
Medication Management	

SECTION 2.4 MINIMUM QUALIFICATIONS

Currently enrolled as a service provider in the Arkansas Medicaid Program. Prospective Contractor's Medicaid Service Provider Number:

Williamsburg: 239221526 Sibley: 292179526



NOT currently enrolled as a service provider in the Arkansas Medicaid Program.

STATEMENT OF ATTESTATION

The Contractor must be enrolled as a service provider in the Arkansas Medicaid Program by the contract start date of May 1, 2024. Failure to do so will result in contract termination. Services and payments shall not be provided under any resulting contract without enrollment. Any enrollment information after the bid opening must be submitted to

By signature below, the Prospective Contractor agrees to and shall fully comply with all requirements as described in this attestation.

Date: 3/12/25 Authorized Signature:

Printed/Typed Name:___**David Bradshaw, LCSW**

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- Certificate of Accreditation through the Commission on Accreditation of Rehabilitation Facilities (CARF)
- List of proposed staff
- Official Bid Price Sheet
- All documents provided in the Bid Response Packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Contract and Grant Disclosure Form (Attachment A)
- Certifications and Restrictions (Attachment H)

PB

Official Bid Price Justification

AB

Recovery Centers of Arkansas' (RCA) management team has responsibly and systematically calculated the cost per bed per day to provide Residential Treatment and the cost per day to provide partial-day treatment. When calculating costs, **first**, our calculations are based upon the use of current, monthly line item budgeted expenses. RCA's management team utilized actual monthly and annual expenses while calculating only the larger budgeted expenses, including salaries, payroll taxes, employee benefits, food, utilities, insurance, maintenance, professional fees, and technology (not including the many smaller expenses often overlooked). These calculations represent what it actually costs to provide these services. **Second**, RCA's management team compared this to a State contract that pays for the same residential treatment services, where the residential daily rate was recently increased and was amended and approved by the State Legislature. **Third**, RCA's management team compared rates for the same substance abuse treatment services with current Medicaid rates from multiple other states with similar demographics, including OK, MO, WV, KY, and MS. **Fourth**, RCA's management team is familiar with current DCFS rates for outpatient services, having had a long-term commitment and relationship with DCFS. RCA was grateful when DCFS increased the outpatient rates to match the current AR Medicaid rates approximately two years ago.

RCA is committed to serving adult men and women through DCFS. The RCA management team respectfully submits reasonable but equitable bidding for each treatment service bid submitted. The bid amounts are essentially at a price point that breaks even without a margin of profit. RCA recognizes that DCFS, as a funding source, is not funded in a manner that create a margin of profit. With that said, however, RCA also has a responsibility to manage all resources wisely and recognizes that when only "breaking even", there is no margin for improvements including recruiting, training, and retaining quality employees; expanding services; and maintaining and improving essential equipment, furnishings, and buildings. While RCA's bid is significantly higher than in past years, RCA as a true non-profit treatment provider, must be responsible to take into account significant inflation and the fact that there are no reserves to manage and improve our infrastructure. If awarded the contract at the rates proposed, RCA will be responsible and pleased, yet, RCA's management team will still have a significant task ahead as we must seek other funding to preserve and improve our resources and service delivery.

RCA's goal is to fully utilize the DCFS funding to serve as many clients in the approved service areas as possible. Given this, we are not quoting or attempting to compete with the highest Medicaid service rates nor private insurance rates. Instead, we have quoted lower, more modest rates to help utilize DCFS funding for a larger population of clients who need access and funding to substance abuse treatment quickly and efficiently. Recovery Centers of Arkansas, Inc. offers a comprehensive range of substance use treatment programs designed to meet individuals at various stages of recovery. Each program provides a structured and supportive environment, utilizes a 12-step model, and utilizes only evidence-based practices to help clients build the skills necessary for long-term sobriety.

The Residential Treatment Program provides 24/7 structured care in a supportive, substance-free environment. It is designed for individuals who require a higher level of care due to severe substance use disorders or co-occurring mental health conditions. This program includes individualized treatment planning, daily group and individual counseling, relapse prevention education, life skills training, community-based recovery support, and medication management when needed. Clients also receive nutritional support, with three meals provided daily. Physical wellness activities are also incorporated to promote overall health. As clients progress, they receive transition planning to help them step down to lower levels of care.

The Partial Day Treatment Program is a highly structured day-treatment program that offers intensive support while allowing individuals to return home or to a sober living environment in the evenings. PHP is ideal for those who need significant care but do not require 24-hour supervision. PHP includes five days of structured programming each week, with at least five hours of direct care and recovery-focused activities per day. Clients receive individual and group counseling, medication management when appropriate, relapse prevention training, family support, and community-based recovery services. Lunch is provided daily as part of the program, ensuring that individuals receive proper nutrition while focusing on their recovery.

Outpatient treatment provides low-intensity, flexible care for individuals who need continued support while reintegrating into daily life. It is an excellent option for those who have completed higher levels of treatment and require ongoing accountability and therapy. Outpatient services include one to three treatment sessions per week, including individual and group counseling, family support, relapse prevention planning, medication-assisted treatment when appropriate, and case management. Clients are also connected with employment and housing resources to support their stability in recovery.

Each of these programs is designed to provide the appropriate level of care at the right time, utilizing the ASAM Criteria to determine medical necessity. This ensures that individuals have the tools and support necessary to achieve and maintain a substance-free life.

Pail Bradshaw, cesu Executive Director

Attachment Number Action Number Failure to complete all of the following in	ving infor		CONTRACT AND GRANT may result in a delay in obtaining a c	f DISCLOSU	Contract Number 40000403300 Attachment Number A05 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM Action Number A05 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM		
SUBCONTRACTOR: SUBCON	TRACTOR N	AME:					1
тахрауек ір NAME: Recover	y Cente	srs of /	Recovery Centers of Arkansas, Inc.		IS THIS FOR: Goods? Services? V Both?	5	
YOUR LAST NAME: Bradshaw			FIRST NAME	David	M.H. G		
ADDRESS: 9219 Sibley Hole Road	e Road						
cirry: Little Rock			STATE: Arkansas		ZIP CODE: 72209 COUNTRY:	Y: United States	
AS A CONDITION OF OBTAINING. EXTENDING. AM OR GRANT AWARD WITH ANY ARKANSAS STATE	BTAIN TH AN	<u>Y ARK</u>	<u>ENDIN</u>	<u>OR RENEWING</u> ', THE FOLLOWI	A CONTRACT, LEASE, PURCHASE / NG INFORMATION MUST BE DISCLC	EMENT.	. [
			FOR	INDIV	IVIDUALS*		
Indicate below if: you, your spou: Member, or State Employee:	e or the t	prother, s	sister, parent, or child of you or your	spouse <i>is</i> a currer	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:	cer, State Board or Commission	
Position Held	Mari	Mark (√)	Name of Position of Job Held temator representative name of	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.]	ated to you? child, etc.]	
	Current	Former	board/ commission, data entry, etc.]	From To MM/YY MM/YY		Relation	
General Assembly			Please see attached				
Constitutional Officer			document.				
State Board or Commission Member							
State Employee							
None of the above applies	se						
			FORANED	NTITY	(BUSINESS)*		
Indicate below if any of the following persons, current or former, hold any position of to Officer, State Board or Commission Member, State Employee, or the spouse, brother Member, or State Employee. Position of control means the power to direct the purch	ng person in Membe ition of co	is, currer ir, State I ntrol me	nt or former, hold any position of cor Employee, or the spouse, brother, s ians the power to direct the purchasi	itrol or hold any ov ister, parent, or ch ng policies or influ	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 Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member. State Board or Commission Member, or state Employee. The purchasing policies or influence the management of the entity.	eneral Assembly, Constitutional tate Board or Commission	ī
	Marl	Mark <u>(</u> √)	Name of Position of Job Held	For How Long?	37 What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	rship interest and/or	
	Current	Former	Isenator, representative, name or board/commission, data entry, etc.]	From To MM/YY MM/YY	Person's	rship Position of st (%) Control	
General Assembly			Please see attached				
Constitutional Officer			document.				
State Board or Commission Member							
State Employee							
None of the above applies	SS						

DHS Revision 11/05/2014

Please review the chart below and make any changes or additions needed. RCA is required to disclose this information in each application for state-contracted

services.

Fiscal Year Ending 2025. Upon completion of your review, please sign and return to RCA. Thanks!

Pour review, preuse sign and return to Recovery Centers of Arkansas

Disclosure Statement 2024-2025

Daughter of Pete Hornibrook Husband of Nancy Kumpuris Voluntary Board Member Wife of Jim Julian **Relation to RCA** Ownership Interest %0 %0 %0 %0 %0 80 % %0 % %0 Ashley Hornibrook Pete Hornibook **Drew Kumpuris** Dr. Larry Miller Lee Stephens George Bryant **Craig Douglass Amy Enderlin** Dr. Geoffrey Patty Julian Curran Name present present present Present present Present Present 2018 2015 2017 ĥ 04/14 11/99From 2007 2000 2013 1999 2012 2017 2022 Ξ **Teacher Health Insurance** UAMS faculty member & Little Rock Waste Water Arkansas State Hospital State Board of Home Inspectors & Licenses State Representative **Name of Position Held Resources Manager** VA research health Senior Psychiatrist **Regional Recycling AR DHS Human Public Defender** scientist District Board Board Former \times × \times × Current × \times \times × × × State Board or Commission State Board or Commission State & Federal Employee **General Assembly** County Employee State Employee State Employee State Employee State Employee State Employee Member Member State Position

Printed Name:

Date:

Signature:

Action Number A05 Contract and Grant Disclosure and Certification Form Failure to make any disclosure required by Covernate Executive Order 08.04 or convicted of an induction of
t dure to make any abstroade required by Governor's Executive Order 95-04, 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.
<u>As an additional condition of obtaining, extending, amending, or renewing a contract with a <i>state agency</i> I agree as follows:</u>
 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.
<u>I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and</u> that I agree to the subcontractor disclosure conditions stated herein
Signature Dar Bradshaue Title Executive Director Date 2/12/25
Vendor Contact Person David Bradshaw, LCSW Title Executive Director Phone No.501-614-4900
Agency use only Agency Agency Contact Contract Agency Agency Agency Contact Contract Number 0710 Name Department of Human Services Contact Person

Attachment Number

DHS Revision 11/05/2014

Equal Opportunity and Affirmative Action Plan

Opportunity for employment with Recovery Centers of Arkansas, Inc. shall be open to any person who, on the basis of merit, is qualified for the desired position. RCA is committed to equal opportunity for all and prohibits discrimination. Recovery Centers of Arkansas, Inc. ensures compliance with all legal, ethical, and regulatory codes in accordance with Title VI/Title VII of the 1964 Civil Rights Law and the Equal Employment Opportunities Commission (EEOC). Discrimination against any person in recruitment, examination, appointment, training, compensation, promotion, retention or any other personnel action because of political or religious opinions or affiliations or because of age, sex, race, color, national origin, physical or mental disability (as defined by applicable law), sexual orientation, socio-economic status or any other non-merit factor is prohibited.

The receipt of services from Recovery Centers of Arkansas, Inc. shall be open to any person meeting stated program admission criteria. Discrimination against any person because of political or religious opinions or religious affiliations or because of age, gender, race, color, national origin, ancestry, physical or mental disability (defined by applicable law), sexual orientation, marital status, socio-economic status, source of payment or any other non-merit factor is prohibited.

Recovery Centers of Arkansas, Inc.

Sibley Behavioral Health & Substance Abuse Licensures



Division of Provider Services & Quality Assurance P.O. Box 8059, Slot S408, Little Rock, AR 72203-8059 P: 501.682.2441 F: 501.682.8155

Confirmation Letter May 17, 2023

RECOVERY CENTERS OF ARKANSAS 9219 SIBLEY HOLE ROAD LITTLE ROCK AR 72209

Please find enclosed Behavioral Health Agency certificate number 33040. This is issued for the following locations(s):

Recovery Centers of Arkansas 9219 Sibley Hole Road Little Rock AR 72209

If you have any questions, please feel free to reach out to me at miranda.bogard@dhs.arkansas.gov

Sincerely,

Miranda Bogard

Support Specialist

cc: ARChoices, DAABH & ADH - Tanya Giles, Tim Foshee Gainwell Technologies – Courtney Tipple, Audrey Orange, Daphne Burkins OMIG – Tamera Belin

mb

We Care. We Act. We Change Lives. humanservices.arkansas.gov



Division of Provider Services & Quality Assurance

Certificate Number: 33040

This Is to Certify That

RECOVERY CENTERS OF ARKANSAS

9219 SIBLEY HOLE ROAD LITTLE ROCK AR 72209

has met provider requirements to operate a(n)/as

Behavioral Health Agency.

Certificate effective from 03/02/2023 to 03/03/2026 (unless sooner revoked).





Division of Provider Services & Quality Assurance P.O. Box 8059, Slot S408, Little Rock, AR 72203-8059 P: 501.682.2441 F: 501.682.8155

Confirmation Letter November 3, 2023

AMBER WOOD RECOVERY CENTERS OF ARKANSAS, INC 9219 SIBLEY HOLE ROAD LITTLE ROCK, AR 72209

Please find enclosed license number 33751. This is issued for the following locations(s):

9219 SIBLEY HOLE ROAD LITTLE ROCK, AR 72209

If you have any questions, please feel free to schedule time with me.

Sincerely,

Jeneice Smith, Program Specialist

cc: ALF, DAABH, & ADH - Ashley Fisher, Jennifer Cooper Gainwell Technologies – Courtney Tipple, Audrey Orange, Daphne Burkins OMIG – Tamera Belin



& Quality Assurance

License Number: 33751

This Is to Certify That

RECOVERY CENTERS OF ARKANSAS, INC

is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a

Alcohol and Other Substance Abuse Treatment Programs

N/A

9219 SIBLEY HOLE ROAD PULASKI , County of _ on the premises located at LITTLE ROCK capacity

, Arkansas.

License Effective: 10/14/2023 | License Expires: 10/13/2026

Recovery Centers of Arkansas, Inc.

Williamsburg Behavioral Health & Substance Abuse Licensures



Division of Provider Services & Quality Assurance P.O. Box 8059, Slot S408, Little Rock, AR 72203-8059 P: 501.682.2441 F: 501.682.8155

Confirmation Letter Monday, March 13, 2023

RECOVERY CENTERS OF AR INC 6301 FATHER TRIBOU LITTLE ROCK AR 72205

Please find enclosed certificate number 33040. This is issued for the following locations(s):

6301 FATHER TRIBOU LITTLE ROCK AR 72205

If you have any questions, please feel free to schedule time with me.

Sincerely,

David Wray

cc: ARChoices, DAABH & ADH - Tanya Giles, Paula Day Gainwell Technologies – Courtney Tipple, Audrey Orange, Daphne Burkins OMIG – Tamera Belin

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Certificate Number: 33040

This Is to Certify That

RECOVERY CENTERS OF AR, INC

6301 FATHER TRIBOU STREET LITTLE ROCK AR 72205

BEHAVIORAL HEALTH AGENCY has met provider requirements to operate a(n)/as _ 12/31/2025 (unless sooner revoked). \$ Certificate effective from 01/01/2023





Division of Provider Services & Quality Assurance P.O. Box 8059, Slot S408, Little Rock, AR 72203-8059 P: 501.682.2441 F: 501.682.8155

Confirmation Letter Thursday, June 13, 2024

Amber Wood 6301 Father Tribou Little Rock AR 72205

Please find enclosed license number 33751. This is issued for the following locations(s):

6301 Father Tribou Little Rock AR 72205

If you have any questions, please contact <u>DPSQA.ProviderApplications@dhs.arkansas.gov.</u>

Sincerely,

Rachael Nall

cc: Susan Morrow



Recovery Centers of Arkansas, Inc.

CARF Certificate

CORFINTERNATIONAL

A Three-Year Accreditation is issued to

Recovery Centers of Arkansas, Inc.

for the following program(s)/service(s):

Community Housing: Substance Use Disorders/Addictions (Adults) Day Treatment: Substance Use Disorders/Addictions (Adults) Intensive Outpatient Treatment: Substance Use Disorders/Addictions (Adults) Outpatient Treatment: Substance Use Disorders/Addictions

(Adults) Residential Treatment: Substance Use Disorders/Addictions (Adults)

Governance Standards Applied

This accreditation is valid through August 31, 2025

The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.







This accreditation certificate is granted by authority of:

Abried J. Dew

Donald J. Dew Chair CARF International Board of Directors

in A Am Ph.D.

Brian J. Boon, Ph.D. President/CEO CARF International

Recovery Centers of Arkansas, Inc. Certificate of Liability Insurance

			RI		SBURGENER
ACORD	CERTIFICATE OF LI	IABILITY INS	SURAN	CE	DATE (MM/DD/YYYY) 6/27/2024
CERTIFICATE DOES NOT AFFIRM	S A MATTER OF INFORMATION C MATIVELY OR NEGATIVELY AMEN INSURANCE DOES NOT CONSTI A AND THE CERTIFICATE HOLDER.	D. EXTEND OR AL	TER THE CO	OVERAGE AFFORDED	ATE HOLDER. THIS BY THE POLICIES
IMPORTANT: If the certificate ho If SUBROGATION IS WAIVED, su this certificate does not confer righ	older is an ADDITIONAL INSURED, the bject to the terms and conditions of ts to the certificate holder in lieu of the	of the policy, certain	policies may	NAL INSURED provisio require an endorseme	ns or be endorsed. nt. A statement on
PRODUCER INSURICA 1501 Mart Dr Little Rock, AR 72202		CONTACT Sherry L NAME: PHONE (A/C, No, Ext): (501) (E-MAIL ADDRESS: Sherry.E	819-3201	CIC, CRM, AU, AAM	:(501) 666-7168
INSURED		•	• •	RDING COVERAGE Mnity Insurance Com	NAIC # Ipany 18058
Recovery Centers of Ark 9219 Sibley Hole Road Little Rock, AR 72209	ansas, Inc.	INSURER C : INSURER D : INSURER E :			
		INSURER F :			
	ERTIFICATE NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POL INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF SU INSR TYPE OF INSURANCE	Y REQUIREMENT, TERM OR CONDITI MAY PERTAIN, THE INSURANCE AFFO ICH POLICIES, LIMITS SHOWN MAY HAV	ION OF ANY CONTRA	CT OR OTHER	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO WHICH THIS TO ALL THE TERMS,
A X COMMERCIAL GENERAL LIABILITY	INSD WVD POLICY NUMBER	(MM/DD/YYY)	(MM/DD/YYYY)	LIMI	1 000 000
CLAIMS-MADE X OCCUR	PHPK2567849	6/20/2024	6/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000
		0/20/2024	0/20/2023	PREMISES (Ea occurrence) MED EXP (Any one person)	s 5,000
				PERSONAL & ADV INJURY	s 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 3,000,000
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	
OTHER:				Professional	<u> </u>
	DUDKOFOTO (O			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
X ANY AUTO OWNED SCHEDULED	PHPK2567849	6/20/2024	6/20/2025	BODILY INJURY (Per person)	\$
AUTOS ONLY AUTOS HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)) \$ \$ \$
A X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	s 2,000,000
EXCESS LIAB CLAIMS-MA		6/20/2024	6/20/2025	AGGREGATE	\$ 2,000,000
DED X RETENTIONS 10,0					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	/N			PER OTH- STATUTE ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A			É.L. ÉACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below	:			E.L. DISEASE - EA EMPLOYEE	1
DESCRIPTION OF OPERATIONS DELLW	· · · · · · · · · · · · · · · · · · ·			E.L. DISEASE - POLICY LIMIT	<u> </u>
-					
DESCRIPTION OF OPERATIONS / LOCATIONS / VE	HICLES (ACORD 101, Additional Remarks Scher	dule, may be attached if mor	re space is requir	ed)	
		CANCELLATION			
Insurance Information			N DATE TH	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.	
		AUTHORIZED REPRESE	NTATIVE		
		RDO	-		
L		V-Cristor-			

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Recovery Centers of Arkansas, Inc. Provider List & Provider Credentials

Name	Credentials	Title	Duties
Joseph "Adam" Reynolds	ADC	Director of Outreach & Development	Administrative
Areana Albo	BSW, CIT	Recovery Counselor	Residential Addictions Counselor
Bethany Taylor	BA, CIT	Recovery Counselor	Outpatient and Residential Addictions Counselor
Brady Branham	МВА	Accountant	Administrative and Billing
David Bradshaw	LCSW	Executive Director	Administrative
Earnest Williams		Treatment Support	Administrative and Admissions
Elizabeth Douglas	BS, CIT	Executive Assistant	Administrative
Joseph Evans	МВА	Controller	Administrative and Billing
Juliana Kniep	LCSW	Assistant Executive Director & Chief Operations and Compliance Officer	Administrative and Quality Assurance
Kenita Winston	(In Progress)	Accountant Support with Human Resource Emphasis	Administrative and Human Resource
Kimberly Sheridan	BS, CIT	Recovery Counselor	Residential Addictions Counselor
Michael Brown	BA, AADC	Recovery Counselor	Outpatient and Residential Addictions Counselor
Michael Greenbaum	СІТ	Recovery Residence Coordinator	Administrative and Treatmen Support
Randall Melton	MS, LADAC	Program Director	Director of Men's Residentia and Outpatient Treatment
Rebecca Starbuck	СІТ	Treatment Support	Administrative and Admissions
Slobodanka Jakupovic	Specialized Bookkeeping and Finance	Accountant Support	Administrative and Billing
Tammie Jones	LMSW, LADAC, CS	Program Director	Director of Women's Residential Treatment
Yolanda Duhart	LMSW	Therapist	Addiction Counselor and Mental Health Services

grkansas Substance Abuse Certification Woard

Hereby Certifies

JOSEPH REYNOLDS

Bho has complied with the requirements established by the Board and has successfully obtained these Standards of Professional Performance, and in doing so, has earned recognition as a

Certified Alcohol and Drug Counselor



University of Ackinging at Title Mark To all to whom these presents shall come Greeting De it known that Areana Alba	having completed the studies and fulfilled the requirements of the faculty for the degree of Marhelur of Sorial Mark Sorial Mark	has accordingly been admitted to that degree with all the rights, honors, and privileges thereunto appertaining. In witness whereof, the seal of the University and the signatures of duly authorized officers are affixed to this diploma. Given at Little Rock, in the State of Ackansas, this fourteenth day of May in the year of our Lord two thousand and twenty two.	Chairman I the Barrie Date R. R. Cont. H. C. A. C.
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Dear AREANA ALBO

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of 2024/12/03 your CIT registration is <u>valid for 5 years</u>.

This letter is to give to your agency to start your practicum. <u>It is your</u> responsibility to notify us in the event your address or name changes.

Beginning Jan 1st 2018 ONLY Certified Clinical Supervisors may sign off on areas requiring a Clinical Supervisor signature.

If you have any questions, please contact me at <u>ar.asacb@gmail.com</u> or ph. (501) 749-4040

Sincerely,

Jason C. Skinner

Jason C. Skinner, Administrator ASACB tituerstitu uf Arkansas at Wille Buck

To all to inhom these presents shall come Greeting

We it known that

Nethany Alon Taylor

having completed the studies and fulfilled the requirements of the faculty for the degree of

Muchelor of Arts Psychology has accordingly been admitted to that degree with all the rights, honors, Given at Tittle Rack, in the State of Arkansas, this nineteenth day of December In witness whereof, the seal of the University and the signatures of duly authorized officers are affixed to this diploma. and privileges thereunto appertaining.

in the year of our Plord two thousand and two.

KANS.

Whelow

Chainam of the Board of Erustees University of Arkansas

Com and Mutuersity of Arhansas

Chriles 5. Hotheway Uhnncellor

Alniversity of Arkansas at Little Rock

02/07/2022 02:58 PM

Red Public registry

Bethany Taylor

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Name	laylor betnany
Credential acronym:	CIT-B
Credential ID:	CIT-B-00217
Active Status:	Not Expired
Expiration date:	2027-01-31
Application Status:	Completed

ARKANSAS DEPARTMENT OF HEALTH SOCIAL WORK LICENSING BOARD P. O. Box 251965 Little Rock, AR 72225



Governor Sarah Huckabee Sanders Renee Mallory, RN, BSN Secretary of Health

> **Kristen Allen** Director Phone: 501-372-5071 Fax: 501-372-6301 Email: swlb@arkansas.gov Website: arkansas.gov/swlb

January 30, 2025

David Glenn Bradshaw, LCSW 6418 Michigan Ave. Benton, AR 72019

David Glenn Bradshaw, LCSW;

This is to notify you that your licensure as a Social Worker has been approved for the period of February 1, 2025 through January 31, 2027. The attached wallet-size license card will serve as confirmation of license renewal.

Please remember to retain your continuing education documentation for a period of two-years in the event you are audited. If audited, you will be required to submit documented proof that you attended all of the continuing education you listed on your summary sheet. If you are unable to provide proof that you attended the workshops, an administrative hearing will be held to consider revocation of your license.

In order to renew your license for your new expiration date, (January 31, 2027) you must obtain 30 hours of social work continuing education between the dates of February 1, 2025 through January 31, 2027. Only hours obtained between these dates will apply toward your next renewal period. Please see the Board's website for specific requirements for continuing education.

Future renewal notice reminders will be mailed to the address on file in the Board office approximately two months prior to the expiration date of your license. It is your responsibility to notify the Board of any change in address and to renew your license in a timely manner even if you do not receive the reminder.

Congratulations on your license renewal, and please contact the Board office if you have questions or need additional information.

Please watch the Board's website on a regular basis for updates or changes that may affect your license.

Please remove card carefully! Bend back and forth along crease before separating.



Arkansas Department of Health Social Work License Card

License No. **Expiration Date:** 1054-C 1/31/2027 David Glenn Bradshaw, LCSW 6418 Michigan Ave. Benton AR 72019

Card bearer is licensed and in good standing with the Arkansas Social Work Licensing Boar Economic Cruss, 10.505 The card to the left is your new social work license card, which reflects your new expiration date. This is the only card you will receive. Please punch it out carefully along the perforated line.

If lost or stolen, an additional card may be requested by written request and a check or money order in the amount of one dollars (\$1).

Please keep this letter for your records. You may wish to make a copy before you remove the card.

Chair
University of Central Arkansas

has conferred upon

Flizabeth Maryann Douglas

the degree of

Auchelor of Science

Cum Aande

and all the Rights. Privileges and Aonors thereto appertaining. In Witness Thereof, this diploma duly signed has been issued and the seal of this University hereunto affixed. Issued by the Nourd of Trustees upon recommendation of the Naculty at Contvay, Arkansas.

May 6, 2023

Chair, Quard of Trustees 1 Jul

Secretury, Bourd of Anustees



Protost and Axendine Nice President thur Inder tresident of the University putton (



Elizabeth Douglas

and bar has not any out	
Name:	Douglas Elizabeth
Credential acronym:	CIT-B
Credential ID:	N/A
Active Status:	In Process
Expiration date:	N/A
Application Status:	In Progress



To all to inhom these presents shall come

Greeting

We it known that

Joseph M. Fbans, IJJ

having completed the studies and fulfilled the requirements of the faculty for the degree of

Master of Qusiness Administration

has accordingly been admitted to that degree with all the rights, honors, Citen at Wittle Rock, in the State of Arkansas, this fifteenth day of August In mitness inherent, the seals of the University and the signatures of duly authorized officers are affixed to this diploma. in the year of our Aord two thousand and nine. and privileges thereunto appertaining.



Matherstity of Arkansas at Wittle Rock O are Don Jack Act Outre

Bourd of Trustees University of Arkansas

ARKANSAS DEPARTMENT OF HEALTH SOCIAL WORK LICENSING BOARD

P. O. Box 251965 Little Rock, AR 72225



Governor Sarah Huckabee Sanders Rence Mallory, RN, BSN Secretary of Health

> Kristen Allen Director Phone: 501-372-5071 Fax: 501-372-6301 Email: swlb@arkansas.gov Website: arkansas.gov/swlb

September 12, 2024

Juliana Jean Kniep, LCSW 1305 Jackman Street Benton, AR 72015

Juliana Jean Kniep, LCSW;

This is to notify you that your licensure as a Social Worker has been approved for the period of October 1, 2024 through September 30, 2026. The attached wallet-size license card will serve as confirmation of license renewal.

Please remember to retain your continuing education documentation for a period of two-years in the event you are audited. If audited, you will be required to submit documented proof that you attended *all* of the continuing education you listed on your summary sheet. If you are unable to provide proof that you attended the workshops, an administrative hearing will be held to consider revocation of your license.

In order to renew your license for your new expiration date, (September 30, 2026) you must obtain 30 hours of social work continuing education between the dates of October 1, 2024 through September 30, 2026. Only hours obtained between these dates will apply toward your next renewal period. Please see the Board's website for specific requirements for continuing education.

Future renewal notice reminders will be mailed to the address on file in the Board office approximately two months prior to the expiration date of your license. It is your responsibility to notify the Board of any change in address and to renew your license in a timely manner even if you do not receive the reminder.

Congratulations on your license renewal, and please contact the Board office if you have questions or need additional information.

Please watch the Board's website on a regular basis for updates or changes that may affect your license.

Please remove card carefully! Bend back and forth along crease before separating.



Arkansas Department of Health Social Work License Card

License No. 7928-C Juliana Jean Kniep, LCSW 1305 Jackman Street Benton AR 72015 The card to the left is your new social work license card, which reflects your new expiration date. This is the only card you will receive. Please punch it out carefully along the perforated line.

If lost or stolen, an additional card may be requested by written request and a check or money order in the amount of one dollars (\$1).

Please keep this letter for your records. You may wish to make a copy before you remove the card.

Card bearer is licensed and in good standing with the Arkansas Social Work Licensing Boar Econocity Crown, Lesers

Chair

Expiration Date:

9/30/2026



University of Central Arkansas Provost and Axecutive Nice President James Soulter resident of the University Issued by the Board of Trustees upon recommendation of the Aaculty at Continuy, Arkansas. and all the Rights, Privileges and Monors thereto appertaining. In Mitness Thereof, this diploma duly styred has been issued and the seal of this University hereunit offixed. Jewaten (All activities degree of Alactivities of Science Kimberly Sheridan has conferred upon December 16, 2023 ARKAA ERSIT Secretury, Yourd of Trustees Chair, Nourd of Trustees 1 Jer



08/15/2023 08:09 AM

Page 1

Kimberly Sheridan

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CIENEIIIID.	
Active Status:	In Process
Evaluation data.	
Expiration date:	IN/A
Application Status:	n Progress
A compared and the set of the se	,

Kuller Ciedles Dor. R. O. Courses Meridian Mr. of the Based Der Revenue Charcelon In Testimony Whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this diploma bearing the seal of the University. having completed the course of study as prescribed by the Faculty and Board of Irustees, and having complied with all other requirements Dated at the University in Pine Bluff, Arhansas, of the University, is awarded the Degree of Muster of Science in Addiction Studies Michael Steinen Arohm, Nr. Pine Wint We it known that May 11, 2024.

CE-PRESIDENT OF ACADEMIC AFFAIRS RESIDENT OF THE COLLEGE upon the nomination of the faculty and by the authority of the Board of Trustees hereby conferred upon with all the rights and privileges thereundo appertaining in mitness whereof we have herewrto affixed our signatures and the seal of the College Michael S. Arohon Ir. Philosophy and Religion Arts Arts Wittle Rock, Arkansas the degree of May 4, 2019 SECRETARY OF THE BOARD OF TRUSTEES DARD OF TRUSTEES dulue 31 preev **CHAIRPERSON** QUE

grkansas Substance Abuse Certification Woard Who has complied with the requirements established by the Yoard and has successfully obtained these Standards of Professional Performance, and in doing so, has earned recognition as a MINNUM ANN NUMBER 01/14/2027 **Expiration Date** Addanced Alcohol Drug Counselor MICHAEL BROWN Hereby Certifies Certificate Number A-489 MAUTUALL LINGM, LINOAG, CS, MAPC 01/14/2025 Issue Date



Dear MICHAEL GREENBAUM

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of 2025/02/27 your CIT registration is <u>valid for 5 years</u>.

This letter is to give to your agency to start your practicum. <u>It is your</u> responsibility to notify us in the event your address or name changes.

Beginning Jan 1* 2018 ONLY Certified Clinical Supervisors may sign off on areas requiring a Clinical Supervisor signature.

If you have any questions, please contact me at <u>ar.asacb@gmail.com</u> or ph. (501) 749-4040

Sincerely,

Jason C. Skinner

Jason C. Skinner, Administrator ASACB

ph: 501.749.4040 • fx: 501.280.0056 • ar.asacb@gmail.com • www.asacb.com

aurdue Anibersity Slobe UPON RECOMMENDATION OF THE FACULTY AND BY AUTHORITY OF WITH ALL THE HONORS, PRIVILEGES, AND RESPONSIBILITIES MASTER OF SCIENCE IN PSYCHOLOGY **RANDELL GLEN MELTON** THE BOARD OF TRUSTEES HAS GRANTED TO WITH A CONCENTRATION IN ADDICTIONS APPERTAINING THERETO THE DEGREE OF JANUARY 26, 2021

Hickey R. Reyhory

CHAIRMAN OF THE TRUSTEES

Withell? Driel, J PRESIDENT OF THE UNIVERSITY





Dear REBECCA STARBUCK

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of 2022/06/08 your CIT registration is valid for 5 years.

This letter is to give to your agency to start your practicum. <u>It is your</u> responsibility to notify us in the event your address or name changes.

Beginning Jan 1st 2018 ONLY Certified Clinical Supervisors may sign off on areas requiring a Clinical Supervisor signature.

If you have any questions, please contact me at <u>ar.asacb@gmail.com</u> or ph. (501) 749-4040

Sincerely,

Jason C. Skinner

Jason C. Skinner, Administrator ASACB

Slobodanka Jakupouic, specialized BOOKKeeping and Finance СОЦИЈАЛИСТИЧКА РЕПУБЛИКА СРБИЈА CEPANCERH WENTER IN ITUITERO - CROACHERE LEASTROTU - JAKA AUMANN DEPADOBRO-BACHUTRA DOW IN ECONOMICED DEPADOBANE THEMA ECONOMICEA DEDATA , BEMSHY Carnes addression according Редик број усиснице Деловодин број 61-11/1 - 4 11 19 14. Frankessi je za oddakomo katrara oprassialists schymass provide on pair ДИПЛОМА О СТЕПЕНУ СТРУЧНЕ СПРЕМЕ CAJUN CIOBOLIANKE CAR- KAN AVWAHA DOBEN- a 18.01 TOLE FORMARY DEMYHY ONWERNA BENYH ECADPJ Социјанистичка Република СРБИЈА , OU - HALA ADMUS DOUP IN ECONOMICED DEPANDENCE. THERE EXCHAMERA WEDAN Y BEMYNY четерти СТЕПЕН СТРУЧНЕ СПРЕМЕ CTEKAO JE bransman a) ЗАНИМАНА РАСУНОВОДСТВЕНИ ТЕХАИТАР _ CTPYRE CROADNERD, ROMEPLYUDANHE y BEMYHY Ry. Herevelety KJ:JAA malt roman there are breed bread a bread

ARKANSAS DEPARTMENT OF HEALTH SOCIAL WORK LICENSING BOARD P.O. Box 251965 Little Rock, AR 72225

Governor Sarah Huckabee Sanders Renee Mallory, RN, BSN Interim Secretary of Health

March 6, 2023

Yolanda Marie Duhart, LMSW 7809 Ascension Rd Little Rock, AR 72204

Yolanda Marie Duhart, LMSW;

Ruthie Bain Director Phone: 501-372-5071 Fax: 501-372-6301 Email: swlb@arkansas.gov Website: arkansas.gov/swlb

This is to notify you that your licensure as a Social Worker has been approved for the period of May 1, 2023 through April 30, 2025. The attached wallet-size license card will serve as confirmation of license renewal.

Please remember to retain your continuing education documentation for a period of two-years in the event you are audited. If audited, you will be required to submit documented proof that you attended all of the continuing education you listed on your summary sheet. If you are unable to provide proof that you attended the workshops, an administrative hearing will be held to consider revocation of your license.

In order to renew your license for your new expiration date, (April 30, 2025) you must obtain 30 hours of social work continuing education between the dates of May 1, 2023 through April 30, 2025. Only hours obtained between these dates will apply toward your next renewal period. Please see the Board's website for specific requirements for continuing education,

Future renewal notice reminders will be mailed to the address on file in the Board office approximately two months prior to the expiration date of your license. It is your responsibility to notify the Board of any change in address and to renew your license in a timely manner even if you do not receive the reminder.

Congratulations on your license renewal, and please contact the Board office if you have questions or need additional information.

Please watch the Board's website on a regular basis for updates or changes that may affect your license.

Please remove card carefully! Bend back and forth along crease before separating.





The card to the left is your new social work license card, which reflects your new expiration date. This is the only card you will receive. Please punch it out carefully along the perforated line.

If lost or stolen, an additional card may be requested by written request and a cashier's check or money order in the amount of twenty dollars (\$20).

Please keep this letter for your records. You may wish to make a copy before you remove the card.

istance Abuse Certification Moard	Dereuv Certifies TAMMIE JONES)ho has complied with the requirements established by the Board and has successfully obtained these Standards of Professional Performance, and in doing so, has earned recognition as a	Certified Clinical Supervisor	CG-2069 Carifrate Number Carifrate Number And Carifrate Number And And And And And And And And And And
grkansas Substa		Who has complied with the requirities the second strange of the second s	Certif	01/14/2025 Issue Date Income to the Lindon Cos, MIDC President Income cos, MIDC

Cion, Les. **Expiration Date:** Card bearer is licensed and in good standing with the Arkansas Arkansas Department of Health is currently licensed under the authority of Act 443 of 2009 as a Social Work License Card Expiration Date 12/31/25 Licensed Alcoholism & Drug Abuse Counselor 4/30/2026 of Alcoholism and Drug Abuse Counselors Social Work Licensing Boar Eczyleut Chair Board of Examiners Board Administrator State of Arkansas 2010 Rebsamen Park Rd 416 Tammie Renee Jones, LMSW Tammie Jones Jacob Smith License No. Little Rock AR 72202 certifies that 441L 11415-M License No. Date of Issue 01/1/2023

Recovery Centers of Arkansas, Inc.

Certificate of Good Standing

×.



Arkansas Secretary of State **Cole Jester**

State Capitol Building + Little Rock, Arkansas 72201-1094 + 501-682-3409

Certificate of Good Standing I, Cole Jester, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

RECOVERY CENTERS OF ARKANSAS, INC.

authorized to transact business in the State of Arkansas as a Non-Profit Corporation, filed Articles of Incorporation in this office June 19, 1970.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 11th day of March 2025.

Cole Jester

Secretary of State Online Certificate Authorization Code: 82c25b4a2249d9f To verify the Authorization Code, visit sos.arkansas.gov

Som

State of Arkansas Department of Human Services 710-24-025

Attachment B Written Questions

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Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on seperate lines.

Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	Reference (page number, section number, paragraph)	Specific Language	Question	Answers
Example	Example Page 7, section 1.15, C	J. Vendors may submit multiple bid	J. Vendors may submit multiple bid May vendors submit more than one bid?	yes See section 1.15, J
н	Form SRV-1, Page 6 of 11	C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:	We are unsure of who the contact is for contact #1, #2, and #3. For past contracts, these contacts have been DHS contacts, for example, Contact #1 Agency Representative submitting/tracking, Patty Hibbs. Contact #2 Agency representative with knowfedge of this project, Diane Smithson, etc. Would you please provide us with the updated name, phone number, and email for Contact #1, #2, and #3?	Attachment E Pro Forma Service Contract (Form SRV-1) is for informational purposes only and will be completed by the awarded Contractor.
2	Business Associate Agreement, DHS-4001, Pages 1-6	BUSINESS ASSOCIATE AGREEMENT	Do we fill this out as part of the Packet Bid Response, or is this to be filled out if/when we are awarded?	The Business Associate Agreement is for informational purposes and will be completed by the awarded Contractor.
m	AR DHD Performance Based Contracting	ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING	Has anything changed from previous years on this Service Criteria or Acceptable Performance Standards?	Yes, along with other changes, DHS has incorporated board payments for children in foster care and placed with the mother while receiving Specialized Women's Services.
4	Attachment D, Page 1	Financial Terms of the Contract	Do we fill out the grid on the Financial Terms of this contract?	No. Attachment D is for informational purposes only.

710-24-025 Attachment B Written Question(s) & Answers

ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

,00

Pursuant to Ark. Code Ann. § 19-11-267 et. seq., the selected contractor shall comply with performancebased standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor, contractor's agents, employees, and subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to indemnify and hold harmless the contracting Division/Office 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 contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the contract term, the Division/Office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. The State shall have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the vendor's input so as to establish reasonably achievable standards.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Referrals Contractor shall accept all DCFS-referred clients for initial screening and subsequent treatment as contract funds and facility/program capacity allows. Contractor must have the approved referral from DCFS before scheduling DCFS- referred clients for service(s) unless emergency approval is given by the DCFS Central Office Substance Abuse Program Manager. Contractor must provide a justification of need to the DCFS Central Office Substance Abuse Program Manager prior to admitting clients referred for an intake assessment to inpatient or residential services.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Contractor accepts one hundred percent (100%) of referrals from the DCFS Financial Coordinator. A screening interview is scheduled with the DCFS-referred client within five (5) business days of receipt of the referral. Contractors must maintain a referral log that documents all referrals as well as the reason for any refused referrals.	 1st Incident: An acceptable Corrective Action Plan (CAP) shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file, and contract termination.
Intake and Assessment DCFS-referred clients must be provided with information regarding the treatment programs available. If the client is determined eligible for treatment services, Contractor shall complete an assessment to determine the client's recommended treatment program. Contractor must develop an initial treatment plan addressing the client's immediate needs determined by the assessment.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Intake and assessment are performed for each client, group, and/or family referred for treatment. A screening interview is scheduled with the DCFS-referred client within five (5) business days of receipt of the referral. An assessment including the Addiction Severity Index (ASI) for adults or an equivalent assessment for adolescents must be completed within seventy-two (72) hours of acceptance. Contractor shall submit a written report of the assessment findings within seven (7) days after the assessment is completed to the DCFS Financial Coordinator,	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	Supervisor, and Caseworker. Contractor must notify the Caseworker within three (3) hours if a DCFS-referred client misses a scheduled assessment appointment. After two (2) failed attempts to assess the DCFS-referred client, Contractor must submit a written notice to the DCFS Financial Coordinator and Caseworker.	
Treatment Plan and Treatment Contractor shall provide residential and/or outpatient treatment services to DCFS- referred clients according to the treatment recommendation determined by the assessments.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Treatment shall be provided to <u>adult</u> <u>and youth clients</u> within five (5) calendar days of Contractor's receipt of the treatment recommendation. Treatment for <u>pregnant clients</u> shall be provided within forty-eight (48) hours of Contractor's receipt of the treatment recommendation. Contractor shall notify the DFCS Financial Coordinator and Caseworker when a client's services are suspended for three (3) consecutive business days.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Records and Reporting Group and individual treatment progress notes shall be documented after each session. Partial day treatment progress notes shall be recorded each day. Residential treatment progress notes shall be documented daily.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Client treatment progress summary reports must be submitted by the tenth (10 th) day of the month (or when requested) to the DCFS Financial Coordinator, Supervisor, and Caseworker. Contractor must submit the comprehensive monthly report to the DCFS Central Office Substance	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ^{II}
	Abuse Program Manager by the tenth (10 th) day of the following month. End-of-year report must be submitted to the DCFS Central Office Substance Abuse Program by June 30 th for the preceding State Fiscal Year. DCFS must be notified of any changes to the business entity within three (3) business days.	Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Court Contractor must appear in court and provide testimony regarding the treatment progress of DCFS- referred clients when ordered by subpoena.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Specialized Women's Services (SWS) Contractor shall provide SWS to pregnant adult women and adult women with small children.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. SWS shall be provided in accordance with Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance,

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		maintaining a below standard VPR in the vendor file, and contract termination.
Regional Alcohol and Drug Detoxification Observation Detox Contractor shall provide services to enable the alcohol or drug dependent client to undergo withdrawal from the substances in a safe environment.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Contractor must have access to RADD observation detox for clients in each selected county.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Medication Management	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Contractor must maintain, administer, and dispense medication in compliance with all appropriate state and federal pharmacy laws.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Discharge/Aftercare Planning Clients who complete residential and/or outpatient treatment	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable	1 st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
programs shall be referred to appropriate aftercare resources following program completion.	performance throughout the contract term as determined by DHS. Aftercare plan is provided to the client and their Caseworker one (1) week prior to discharge.	 ^{2nd} Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Criminal Background checks Contractor will perform criminal background checks on all proposed staff members and future applicants for employment under this contract.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. No employee shall be staffed on this project if they have committed an offense that would preclude State employment under Ark. Code Ann. §§ 21-15-102 or 21- 15-111, whose name appears on the registry as an offender of a true report of child maltreatment, and/or has committed an offense prohibited by Ark. Code Ann. § 9-28-409.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Privacy and Security Contractor shall comply with all DHS policies governing the privacy and security of all personally identifiable information (PII) and/or other confidential information received or accessed on behalf of DHS. Contractor shall use protected health information and/or other confidential information only in a manner necessary to provide the	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Contractor must comply with the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and 42 CFR Part 2 Confidentiality of	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place.

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
services required. Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.	Substance Use Disorder Patient Records requirements. Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by Ark. Code Ann. § 4-110- 104, The Personal Information Protection Act.	DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
	Any breaches of privacy or security must be disclosed by contacting the DHS Information Technology Security Office within one (1) business day of the breach at <u>DHS.IT.Security.Team@dhs.arkansa</u> <u>s.gov</u> .	
Payment and Invoicing Contractor shall only bill for actual services rendered. Invoicing for services rendered without proper authorization are subject to denial by DCFS. Contractor shall bill for residential drug treatment services ONLY if the DCFS client is in their facility at midnight.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS. Billing invoices must be developed through the <u>Provider Invoice Entry</u> <u>(PIE)</u> Application and submitted to the DCFS Central Office Substance Abuse Program Manager by the tenth (10 th) day of the month. If the tenth (10 th) day falls on a weekend, the invoice must be submitted no later than the following Monday. A complete billing invoice must contain the demographic form, monthly reports, and signed certification of compliance.	 1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request. 2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment for each thirty (30) day period Vendor is not in full compliance with all contract requirements. The five percent (5%) penalty will be calculated from the total payment for the month in which the deficiency took place. DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.
Mandated Reporting Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12- 1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment)	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	 For each failure to report, DHS may impose: 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or

Service Criteria	Acceptable Performance	Damages for Insufficient Performance [#]
 if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that: a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. 		 A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file,
or e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long- term care facility resident maltreatment.		and contract termination.
A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.		
An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.		
An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.		
Pursuant to Act 531 of 2019, Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12- 1708(a)(1)(AA), Contractor and all of its employees, agents, and		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ^{II}
all Subcontractors and Subcontractor's employees and agents are mandated reporters.		
Conflict of Interest Mitigation Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to the DHS within five (5) days of having knowledge of them. Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.	Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.	Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it fails to disclose. Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.
Transition Planning Ninety (90) days prior to the contract end date, Vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.	Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the contract term.	If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR to be maintained in the vendor file. Final payment may be withheld until all elements of the transition are satisfied as determined by DHS.
Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. § 25-19-101 et seq.):	Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.	For each failure to meet the performance standard, DHS may impose:
Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.	Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole	A ten percent (10%) penalty, assessed in the following months' payment for each failure to provide the requested information. The penalty will be calculated from the

Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. Contractor is subject to FOIA law pursuant to Ark. Code Ann. § 25- 19-103(7)(A). Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements. DHS may elect to calculate penalties/damages differently per occurrence. Contractor shall be responsible for any penalties, fees, and costs imposed on DHS asociated with Vendor's failure to timely and accurately provide the requested information and documents. DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file, and contract termination.	Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	all documents in its possession or control to DHS that match the request made by DHS. Contractor is subject to FOIA law pursuant to Ark. Code Ann. § 25- 19-103(7)(A). Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific	Contractor's response and provision	total payment for the month in which the deficiency took place; or A one percent (1%) penalty, assessed in the next payment for each failure to provide the requested information. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with Vendor's failure to timely and accurately provide the requested information and documents. DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard VPR in the vendor file,

Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.

In the event a Performance Standard is not met, Vendor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond Vendor's control that hindered the performance of services of it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the agency's direction regarding the required compensation process.

¹ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

[&]quot;The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

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. Vendor acknowledges acceptance and agreement to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS through submission of responent'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:

			Match Requirements***	
Funding Source	Reimbursement Method *	Payment Limitations **	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) <u>Actual Cost Reimbursement; Final</u> <u>Negotiated Rate; Fixed Rate; Scheduled Reimbursement</u> **Payment Limitations: (Select from the following) <u>Quarterly Cumulative;</u> <u>Monthly Cumulative;</u> <u>None</u> ***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 "<u>None</u>" in the corresponding box above.

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

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

covered by this agreement.

<u>Donation of Property</u>: 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.

<u>Third Party In-Kind Contributions</u>. Property, goods, or services have been donated by a nonfederal 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.

<u>Funds Transfer</u>: 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.

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. § 4-110-104, 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 in 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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 nonvisual 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.

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:

Attention:

(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 Office of Procurement

Attention: Sarah Cunningham, CPO 618 N Main St 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.

Contract #: 4600048356



STATE OF ARKANSAS SERVICES CONTRACT



Contract #	4600048356	Federal ID #	
Service Type		Procurement Method	

1. Contracting Parties. State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	
Division	
Contractor Name	
Contractor Address	
Contractor Number	Minority/Women Owned Business OYes O No

2. Objectives, Scope, and Performance. Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

3. Term Dates. The original term (Original Term) of the Contract shall commence on ______, and shall continue until ______, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (Total Possible Term) beyond the Contract's Original Term, as defined in the following paragraph.

Contract #: _____

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The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than _____ (mm/dd/yyyy).

4. Contractor's Performance Obligations. Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. Department's Payment Obligations. Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and

any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: ______ (Initial Contract Amount).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: ______ (Total Projected Contract Amount).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. Terms and Conditions of Solicitation Incorporated and Order of Precedence. The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

(Solicitation number) including all Addenda;

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation ____
- **C.** Contractor's response to the solicitation.
- 7. Termination & Cancellation Clauses.
 - A. Non-Appropriation Clause Pursuant to §19-11-1012(11). In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

- **B.** For Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. For Cause. The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- **B.** Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- **C.** Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.
- 9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.
- **10.** Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.
- 11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

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

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres

to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.
- **13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- **15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-11-265.
- 16. Records. Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- **17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- **18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. ACH Payment. All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

Contract #: _____

20. Attachments.

- 1. Certification of Contractor
- 2. Calculation of Compensation, as applicable;
- 3. Source of Funds
- 4. Objectives, Scope, and Performance Standards, as applicable; and
- 5. Performance Details, as applicable
- 6. Additional Attachments as applicable

Α.	
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C	

21. Notices.

- A. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice. A notice given under this Contract will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- **C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

Name	Title	
Telephone #	Email	
Contact #2 - Department Represe	ntative with knowledge of this project (for general ques	tions and responses)
Name	Title	
Telephone #	Email	

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

	Contract #:	
Name	Title	
Telephone#	Email	

Contract H.

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <u>Technology Access Clause</u> and are included herein by reference, as applicable.

23. SIGNATURES

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

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name	Printed Name
Title	Title
Address	Address
Signature	Signature
Date	Date

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, _____

(Contractor)

(Title)

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

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None.")

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub- contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship	

0

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. Illegal Immigrant Restriction: For contracts valued at \$25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.

3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. Scrutinized Company Restriction: Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

Attachment #2 Calculation of Compensation

Calculation of Compensation (for Professional & Consulting Service Contracts Only):

A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
			· · · · · · · · · · · · · · · · · · ·
OTAL COMPENSATION EX	CLUSIVE OF EXPEN	SE REIMBURSEMENT(S)	\$ 0.

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00
Total compensation inclusive of expenses reimbursement:		\$ 0.00

Total compensation inclusive of expenses reimbursement:

Annual Contract Amount:

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
	1	TOTAL SERVICES	\$ 0.00

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per item	Total Cost
L <u>a L</u> ean		TOTAL COMMODITIES	\$ 0.00

Total services inclusive of commodities:

\$ 0.00

0

Annual Contract Amount:

Contract #: ____

0

Attachment #3 Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
					%
					%
					%
					%
					%
					%
			TOTALS	\$ 0.00	0.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

Attachment F

Agreement Action --Attachment

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Choose Division or Office

("Covered Entity")

PB

and

("Business Associate") enter into this Business Associate Agreement ("BAA") as

of ("Effective Date").

Covered Entity and Business Associate agree that under entered into by Covered Entity and Business Associate (the "Agreement"), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. **DEFINITIONS**

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings ascribed by HIPAA and ARRA, as each may be amended from time to time.

- A. "ARRA" means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No.111-5 and its implementing regulations.
- B. "**Breach**" means the actual or reasonably suspected acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.
- C. "Breach Notice Rule" means the federal breach notification regulations issued pursuant to ARRA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- D. "Compliance Date" means, in each case, the date by which compliance is required under the referenced provision of ARRA's or HIPAA's implementing regulations, as applicable.
- E. "Discovery" means the first day on which Business Associate, or any workforce member, agent, or Subcontractor of Business Associate, knows, or, by exercising reasonable diligence would have known, of a Breach.
- F. "Encrypt" means to use an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, which process conforms to NIST Special Publications 800–111, 800–52, 800–77, or 800–113, as appropriate, or that is otherwise validated against the Federal Information Processing Standards (FIPS) 140–2.
- G. "ePHI" means PHI as defined below, which is transmitted or maintained in electronic media.
- H. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- I. "PHI" means Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information received from, or received, created, or accessed on behalf of, Covered Entity.
- J. "**Privacy Rule**" means the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- K. "Security Incident" means the successful unauthorized access, Use, Disclosure, modification or destruction of ePHI or interference with system operations in an information system. Unsuccessful attempts to breach security, including pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI, shall not be deemed Security Incidents. However, more than 20 unsuccessful attempts or other patterns of successive attempts, that are not individual deemed Security Incidents in themselves shall be considered Security Incidents due to the number or pattern of such events.

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- L. "Security Rule" means the federal security regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- M. "Subcontractor" means Business Associate's subcontractors and agents that create, receive, maintain or transmit PHI for the purpose of performing any of Business Associate's obligations under the Agreement.

II. <u>RESPONSIBILITIES OF BUSINESS ASSOCIATE</u>.

- A. Business Associate shall provide relevant training on HIPAA and the requirements of this agreement to all persons accessing PHI or ePHI. The training materials and records shall be provided to the covered entity upon request.
- B. Business Associate shall implement and use appropriate Technical, Physical and Administrative Safeguards to reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI and to prevent Use or Disclosure of PHI, other than as permitted by this BAA.
- C. Business Associate shall, within the earlier of the Compliance Date or 90-days from the Effective Date, comply with all applicable provisions of the Security Rule. The Business Associate shall conduct a risk assessment to evaluate compliance with the Security Rule and shall, at the request of the Covered Entity, provide a written attestation acknowledging completion and communicating the results of the risk assessment.
- D. Business Associate shall Encrypt all transmissions of ePHI and all portable media or storage devices on which ePHI may be stored, including laptops, back-up media, CDs, or USB drives.
- E. Within 30-days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, as provided in 45 C.F.R. § 164.528; and in accordance with 42 U.S.C. § 17935(c) and its implementing regulations as of the Compliance Date, make that accounting directly to the Individual if directed to do so by Covered Entity.
- F. At the request of Covered Entity and in the time, manner, and form designated by Covered Entity, not to exceed 15-days, provide access to PHI in a Designated Record Set to Covered Entity or, if directed by Covered Entity, to an Individual or to a recipient designated by the Individual, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall not charge Covered Entity or any Individual any fee associated with the production of PHI in accordance with this section that exceeds fees described at 45 C.F.R. § 164.524.
- G. Make available PHI in a Designated Record Set, no more than 30-days following receipt of a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.
- H. Business Associate shall notify Covered Entity, in writing, no more than 3-days following Business Associate's receipt directly from an Individual of any request for an accounting of disclosures or access to or amendment of PHI as contemplated in Sections II (D) (E) or (F), above.
- I. Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate. Furthermore, to the extent that Business Associate provides ePHI to Subcontractor, Business Associate shall require Subcontractor to comply with all applicable provisions of the Security Rule upon the earlier of the Compliance Date or 90-days from the Effective Date. If Subcontractor is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing the obligations under this BAA or the Agreement will be outside of the jurisdiction of the United States, Business Associate must require Subcontractor to agree by written contract with Business Associate to be subject to the jurisdiction of the Secretary, the laws, and the courts of the United States, and waive any available jurisdictional defenses that pertain to the parties' obligations under this BAA, HIPAA, or ARRA.

- J. Business Associate shall not Use or Disclose PHI except as necessary to perform its obligations under the Agreement or as otherwise required by this BAA, provided that such Use or Disclosure is permitted by applicable law and complies with each applicable requirement of 45 C.F.R. § 164.504(e).
 - 1. In compliance with 45 C.F.R. § 164.502(b)(1), as of its Compliance Date or no more than 90-days following the Effective Date, whichever is earlier, Business Associate shall request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
 - 2. Business Associate shall not use PHI to make or cause to be made any communication that would constitute Marketing.
- K. Without unreasonable delay, and in any event, no more than 24-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident. Business Associate shall deliver the initial notification of such Breach, in writing, which must include a reasonably detailed description of the Breach and the steps Business Associate is taking and would propose to mitigate or terminate the Breach. Furthermore, Business Associate shall supplement the initial notification, no more than 5 calendar-days following Discovery, with information including the identification of each individual whose PHI was or is believed to have been involved; a reasonably detailed description of the types of PHI involved, and written updates every 5 calendar-days until the event has been concluded; all other information reasonably requested by Covered Entity, including all information necessary to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and all other information necessary for Covered Entity to provide notice to individuals, the U.S. Department of Health & Human Services ("HHS"), or the media, if required. Despite anything to the contrary in the preceding provisions, in Covered Entity's sole and absolute discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any Breach and shall provide or pay the costs of providing any notices required by the Breach Notice Rule or other applicable law.
- L. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by this BAA.
- M. Business Associate shall make available to HHS its internal practices, books, and records, relating to the Use and Disclosure of PHI pursuant to the Agreement for purposes of determining Business Associate's and Covered Entity's compliance with the Privacy Rule.
- N. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI.
- O. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- P. Business Associate shall provide contact information for one primary person and one secondary person in Appendix A. Any changes in the contact information shall be forwarded to the Covered Entity.
- Q. The Business Associate shall respond in writing within 10 business days to the Covered Entity's request(s) to attest to the Business Associate's compliance with the Privacy Rule, the Security Rule, and the Responsibilities of the Business Associate as specified in this BAA. The Business Associate shall make available to the Covered Entity its internal practices, books, and records, relating to the Use and Disclosure of PHI as necessary to substantiate the attestation of compliance.

III. <u>RESPONSIBILITIES OF COVERED ENTITY</u>

Covered Entity shall notify Business Associate, in writing, of an Individual's request to restrict the Use or Disclosure of such Individual's PHI, any limitations in Covered Entity's Privacy Notice relevant to Business Associate's performance of its obligations under this BAA or the Agreement, or any revocation by an Individual of authorization to Use or Disclose PHI.

IV. TERM, TERMINATION AND DAMAGES

- A. This BAA is effective as of the Effective Date and terminates when Business Associate and its Subcontractors no longer have access to PHI, and when all of the PHI in Business Associate's possession, inclusive of PHI in the possession of Business Associate's Subcontractors, has been returned or destroyed, unless earlier terminated in accordance with Sections IV(B) through (C) of this BAA.
- B. Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity may terminate this BAA. As of the Compliance Date of 45 C.F.R. § 164.504(e)(1)(iii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, the non-breaching party will provide notice thereof to the other party. Such notice must clearly specify the nature of the breach or violation. Each party must take reasonable steps to cure the breach or end the violation. If after 30-days or such longer time specified in writing by the non-breaching party, the non-breaching party reasonably determines that such steps are unsuccessful in curing the breach or ending the violation, the non-breaching party may terminate this BAA and the Agreement, if feasible. In the event that termination is not feasible, the non-breaching party shall report the problem to HHS.
- C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that:
 - 1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation;
 - 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA;
 - 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above.
 - 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.
- D. In addition to any damages recoverable under this BAA, the parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

V. INDEMNIFICATION

Business Associate shall indemnify Covered Entity, its owners, employees and representatives in the event Business Associate's performance or failure to perform under this BAA has given rise to liabilities, costs, damages, and losses (including attorneys' fees) reasonably and properly incurred by Covered Entity in connection with any actual, threatened, or pending, civil, criminal, or administrative cause of action, claim, inquiry, investigation, lawsuit, or other proceeding (collectively a "Claim"). Upon demand by Covered Entity, Business Associate shall defend any Claim brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not authorize or enter into any settlement without Covered Entity's written consent.

Agreement	
Action	
Attachment	

VI. <u>GENERAL TERMS</u>

- A. This BAA amends and is made a part of the Agreement. Any changes or modification to this BAA must be in writing and signed by both parties.
- B. To the extent not clear, the terms of this BAA are to be construed to allow for compliance by the parties with HIPAA or ARRA. If any provision of the BAA is in conflict with any provision of the Agreement, the conflicting provision of this BAA prevails to the extent necessary for the parties to comply with HIPAA and ARRA.
- C. Nothing in this BAA confers upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- D. Sections II(G)(H)(J)(M) and Sections IV, V, VI(E)(F) survive the termination for any reason or expiration of this BAA.
- E. In the event Business Associate receives a notification from or on behalf of HHS regarding a compliance review, an audit, or an investigation or inquiry of any kind pertaining to the services provided under the Agreement or Covered Entity, it will notify Covered Entity no more than 3-days following its receipt of that notice.
- F. The law of the State of Arkansas without regard to its internal law on the conflict of laws, controls this BAA. The Business Associate consents and submits to the jurisdiction of the federal and/or state courts of Arkansas, and hereby waives any defense based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in connection with or relating to this BAA or related matters. The Business Associate will bring any action or suit concerning this Agreement or related matters in federal or state court or the Arkansas Claims Commission with appropriate subject matter jurisdiction in Little Rock, Arkansas. The Business Associate acknowledges that it has read and understands this clause and agrees willingly to these terms.
- G. The parties may execute this BAA in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this BAA. A facsimile or pdf signature, or a scanned image of an original signature, of any party to this BAA is binding upon that party as if it were an original.

Signed:

BUSINESS ASSOCIATE:

Signed:

Title:

Date:

COVERED ENTITY

Choose Division or Office

Signed:

Title:

Date:

Appendix A: Business Associate Contact Information

	Business Associate Primary Contact:	Business Associate Secondary Contact:
Name:		Name:
Title:		Title:
Address:		Address:
City:		City:
State:		State:
Phone:		Phone:
Fax:		Fax:
Email:		Email:

Organizational or Personal Conflict of Interest

(a) Definitions.

(1)(A) "Conflict of Interest" means that:

(i) Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

(ii) The Contractor's objectivity in performing the contract work is or might be otherwise viewed as compromised;

(iii) The Contractor has or is perceived as having impaired objectivity; or

(iv) The Contractor has an unfair competitive advantage. (1)(B) A conflict of interest may result when:

(i) Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the contract; or

(ii) The nature of the contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

(2) "Contractor" includes the Contractor and its employees, affiliates, consultants, and subcontractors.

(3) "Impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by the Department of Human Services ("the Department");

(B) Connections or access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or

(C) Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

(b)(1) The contractor shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, AND that the contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the

contractor. Actual, apparent, or potential conflicts of interest may arise in the following situations:

(A) <u>Unequal access to information</u> – a potential contractor has access to nonpublic information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

(B) <u>Biased ground rules</u> – a potential contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor shall not use information gained from this contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

(C) Impaired objectivity.

(b)(2) Offerors shall disclose as described above regarding any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

(b)(3) If an actual, apparent, or potential conflict of interest is disclosed, the Department will take appropriate actions to eliminate or address the actual, apparent, or potential conflict, including without limitation mitigating or neutralizing the conflict or requiring the offeror to provide a satisfactory mitigation plan to the Department identifying specific methods which will be imposed by the offeror to eliminate, to the extent possible, the conflict of interest. The Department may restrict or modify the work to be performed by the contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

(b)(4) If a contractor anticipates working on more than one contract with the Department currently or in the future that is related in any way to this contract, the mitigation plan developed by the contractor shall provide, at a minimum, assurances that no staff, communication, or data will be shared within the organization regarding this contract and any future contract that relates to the scope of services provided under this contract. Information gained by the contractor from this contract shall not be used to benefit the contractor in gaining competitive advantage in future contracts with the State.

(c) The contractor agrees that if impaired objectivity, or an actual, apparent, or potential conflict of interest is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a mitigation plan, which shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict of interest.

(d)(1) Remedies - The State may terminate this contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

(d)(2) If the contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to the Contracting Officer, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or this contract.

(d)(3) If the Department has accepted a mitigation plan from the contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the contractor shall be liable to the Department as outlined in the Performance Based Contracting standards presented in Attachment C.

(e) In cases where remedies short of termination have been applied, the contractor agrees to eliminate the conflict of interest, or mitigate it to the satisfaction of the Contracting Officer. This may include creating or revising a mitigation plan.

(f) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (f).



COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

- Illegal Immigrant Restriction: For contracts valued at \$25,000 or greater. No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction: For contracts valued at \$75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. Scrutinized Company Restriction: Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: 4600048356 Description: Substance Abuse Treatment

Agency Name: Division of Children and Family Services

Vendor Number: 600002695

Vendor Name: Recovery Centers of Arkansas, Inc.

Vendor Signature

3/12/25

OFFICIAL BID PRICE SHEET

710-24-025 Substance Abuse Treatment

All costs **must** be included in the unit price. Costs not included in the unit price below are not billable under a contract established from this solicitation. Bidder must submit a printed copy of the completed *Official Bid Price Sheet* with bid submission.

Instructions:

Enter a unit price for each item. Totals for each table and the total average cost will automatically calculate. DCFS will not accept any rate above the current Medicaid rates.

	Table 1: Intake & Assessment	Unit of Measure	Unit Price	
	Intake and Assessment	Rate per Each	\$200.00	
		Total	\$	200.00
	Table 2: Residential Services	Unit of Measure	Unit Price	
	Residential Treatment	Rate per Day	\$	150.00
n (1996) 1997 - Maria Maria	Partial Day Treatment	Rate per 4 Hours	\$	124.00
	Adolescent	Rate per Day	NA	
	Specialized Women Services	Rate per Day	NA	
	RADD Observation Detox	Rate per Each	NA	
	Medication Management	Rate per Each		
$\frac{1}{2}$		Total	\$	274.00
	Table 3: Outpatient Services	Unit of Measure	Unit Pri	ce
	Individual	Rate per 0.25 Hour	\$	28.78
1.1	Family	Rate per 0.25 Hour	\$	19.65
	Group	Rate per 0.25 Hour	\$	11.94
6 B - C	Multi-Family Group	Rate per 0.25 Hour	\$	5.30
	Adolescent	Rate per 0.25 Hour	NA	
	Intensive	Rate per Day	NA	
		Total	\$	65.67
		TOTAL AVERAGE COST	\$	495.89

AUTHORIZED SIGNATURE:

By my signature below, I certify that the I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name:

Recovery Centers of Arkansas, Inc. Shaw 1 cg w 3/12/25 Signature: Printed Name: David Bradshaw, Executive Director