BID RESPONSE PACKET 710-24-0014

BID SIGNATURE PAGE

Type or Print the following information.

	PROSPECT	TIVE CONTR	RACTOR'S INFO	RMATION	
Company:	BHC Pinnacle Pointe Hospit	al LLC DBA	Pinnacle Pointe E	Behavioral Hea	althcare System
Address:	403 S Poplar St Suite F				
City:	Searcy		State:	AR	Zip Code: 72143
Business Designation:	☐ Individual ☐ Partnership	□ Sole ■ Corp	Proprietorship oration		☐ Public Service Corp ☐ Nonprofit
Minority and Women-Owned Designation*:	■ Not Applicable □ African American □ Asian American AR Certification #:	•	c American slander American	☐ Women-C	isabled Veteran Owned n-Owned Business Policy
	PROSPECTIVE Provide contact inform		OR CONTACT II	NFORMATION	
Contact Person:	Carol A Moore		Title:	Director	of Corporate Compliance
Phone:	870-224-8108		Alternate Phone	e: 870-723	3-1993
Email:	Carol.Moore@uhsinc.	com	-		
	CONFI	RMATION C	F REDACTED C	ОРҮ	
NO, a redacted documents will Note: If a redacted neither box pricing), will	is checked, a copy of the non	nts is <u>not</u> end uments is no u-redacted do ny request n	closed. I understa t provided with Procuments, with the	rospective Cor e exception of	ntractor's response packet, and
	ILLEG	AL IMMIGRA	NT CONFIRMAT	TION	
not employ or con	omitting a response to this <i>Bi</i> tract with illegal immigrants. Il immigrants during the aggre	lf selected, tl	he Prospective Co	contractor agre	es and certifies that they do ries that they will not employ or
	ISRAEL BOY	COTT REST	TRICTION CONF	IRMATION	
	ox below, a Prospective Cont ael during the aggregate term			it they do not b	poycott Israel, and if selected,
■ Prospective Co	ntractor does not and will not	boycott Israe	el.		
The signature below	zed to bind the Prospective v signifies agreement that any tive Contractor's bid to be	exception t	hat conflicts with		=
Authorized Signati	ure: Janue Jon	okuns	Ti	tle: Execut	ive Director
Printed/Typed Nan	_{ne:} Jaymie Hopkins			ate: 11/15/2	

OFFICIAL BID PRICE SHEET

710-24-0014 Counseling Services

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:

Please insert a dollar amount for Option A or check the box for Option B. Bidder may only include pricing for each service type that bidder can provide. Option A is a set daily rate at which services may be invoiced throughout the duration of the contract. A maximum allowable rate of up to the current Medicaid rate will only be accepted for Option A. DCFS will not accept any rate above the current Medicaid rate. Option B is the Arkansas Medicaid rate that fluctuates based on the date of service. In the event that Medicaid rates are applied, contractor must invoice the Arkansas Medicaid rates based on the date of service according to the current fee schedule.

Counseling -	- Individual
OPTION A Rate per 0.25 Hour \$	OPTION B AR Medicaid Rate
Counseling	g - Family
OPTION A Rate per Each \$	OPTION B AR Medicaid Rate ✓
Counseling	g - Group
OPTION A Rate per Each \$	OPTION B AR Medicaid Rate
Counseling - Medica	ation Management
OPTION A Rate per Each \$	OPTION B AR Medicaid Rate
An official authorized to bind the Prospective Contractor to a Authorized Signature: Printed/Typed Name: Jaymie Hopkins	a resultant contract must sign below. Title: Executive Director Date: 11/15/2023

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

•	this page. Ven	exceptions to items dor must clearly ex number to which t	cplain the requeste	ed exception and	<u>ndatory</u> must be o should label the re	leclared below or as an attachm equest to reference the specific	ent to
•	Exceptions to F	Requirements shall	cause the vendor	's proposal to be	disqualified.		
,							
By sign	ature below, ve	endor agrees to a	nd shall fully co	mply with all rec	uirements as sh	own in the bid solicitation.	
Vend	lor Name:	BHC Pinnacle Pointe Hosp	ital LLC DBA Pinnacle Poir	nte Behavioral Healthcare	System Date:	11/15/2023	
Sign	ature:	Jaymie H	Hopkin.		Title:	Executive Director	
Print	ed Name:	Jaymie ⊦	lopkins	W-2-1-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-		See	

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
	general en	
		,
- A-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		
// Alana		
	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	

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

COUNTIES/SERVICE TYPE

<u>Instructions:</u> Select each county in which services can be provided by the Prospective Contractor. Refer to Attachment I for State Map of Counties.

Arkansas	
Ashley	×
Baxter	
Benton	х
Boone	
Bradley	х
Calhoun	x
Carroll	
Chicot	x
Clark	
Clay	
Cleburne	
Cleveland	x
Columbia	and the state of t
Conway	·
Craighead	-
Crawford	
Crittenden	
Cross	
Dallas	x
Desha	×
Drew	×
Faulkner	х
Franklin	
Fulton	

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

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

All counties (Statewide)

Instructions: Select each type of counseling service that can be provided by the Prospective Contractor.

Individual	х
Family	x
Group	х
Medication Management	x

Performance and History Form

<u>Instructions</u>: DHS requests that Prospective Contractors disclose historical information intended to help DHS gain a full understanding of Prospective Contractor's history. This form **must** be accurately completed and signed by the same signatory who signed the Signature Page (Refer to page 2). Failure to disclose information may be grounds for disqualification of the Prospective Contractor's bid.

Do not include additional information if not pertinent to the request.

DHS reserves the right to verify the accuracy of responses by contacting any of the listed clients; therefore, all applicable clients **must** be listed. For purposes of this form, the "client" is not an individual, but the entity which held the contract. For each listed client, Prospective Contractor **must** include the client entity's name, address, and phone number. Additionally, Prospective Contractors are encouraged to provide an individual's contact information for a person at the client entity who is knowledgeable of the named project. If DHS contacts the clients listed, DHS reserves the right to either contact the listed individual and/or another person at the client entity. Omission of a relevant client will constitute a failure of form completion.

If there are no contracts which meet the definition, Respondent must state "none."

1. Provide the total number of therapists/clinicians available and describe your capacity to provide services in each county selected.

	1 available. Pinnacle Pointe Outpatient has continued to provide high quality services across the spectrum of the Counseling requirements.	
	Each county selected is currently receiving these services with the exception of Benton/Washington. Plans are underway to gain certificatin for a new site to be opened in Rogers AR by December/2023 or January 2024	
	Pinnacle Pointe Outpatient currently has 102 Licensed therapists to provide services and 55 staff in addition that can provide case managemt.	
	Princele Pointe has adequate staff to provide medication managing	Ì
2. Has	the Prospective Contractor had therapist/clinicians on probation with the State Licensing Board? Yes No	
	If yes, include the number and reason(s) for the probation.	

3.	Has the Prospective Contractor received formal negative contract act to which the Prospective Contractor's services were provided within action is considered as any formal communication to Prospective (that identifies failure(s) to satisfy performance obligations in the corperformance or a material deviation from contractual obligations. A corrective action plan, a below standard vendor performance report, Yes No	the last three (3) years? A formal negative contract Contractor from the state/entity receiving services ntract in a manner that represents significant non- A formal negative contract action is considered a
	If yes, include the number of formal negative contract actions in information for a person with the contracted party who is knowledged	
Au	nthorized Signature: Jamus Hopkma	_{Title:} Executive Director
Pri	Jaymie Hopkins	11/15/2023

Page 7 of 8

Bid Response Packet 710-24-0014

Contract Number		-							
Anaciliien Puinbei		1		í		,			
Action Number	wing infor	- Lunation	CONTRACT AND GRANT	DISCL(OSURE	Action Number CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM Failure to complete all of the following information may result in a delay in obtaining a contract losse purchase agreement or many any Arbanase States Account.	A A Contract		
SUBCONTRACTOR: SUBCON	SUBCONTRACTOR NAME	NAME:	מינים ליים מינים און סממוויון אין סיים אין יים מינים וויון אין מינים אין מינ	and the second		agreement, or gram award with any Amailaas Ora	a Agailay.		
TAXPAYER ID NAME: BHC PI	nnacle F	Pointe	IS THIS FOR: BHC Pinnacle Pointe Hospital LLC DBA Pinnacle Pointe Behavioral Healthcas Goods?	ointe Beh	navioral F	is THIS FOR: dealthcas Goods? ☐ Services? [✓] Both?	Both?		
YOUR LAST NAME:			FIRST NAME			MJ.:			l
ADDRESS: 403 S Poplar St	Suite F								l
сіту: Searcy			STATE: A	AR	ZIP CODE:	E. 72143	COUNTRY: USA		l
AS A CONDITION OF OBTAINING, EXTENDING, AMI OR GRANT AWARD WITH ANY ARKANSAS STATE	BTAIN	IING, I IY ARI	EXTENDING, AMENDING, KANSAS STATE AGENCY	OR REN	EWING	AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, VE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:	AGREEMEN OSED:	T.	
			FOR]	I N D I V I	[V I D	DUALS*			
Indicate below if: you, your spouse or the brother, sister, parent, or child of Member, or State Employee:	se or the	brother,		spouse is a	current or	you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission	tional Officer, Sta	le Board or Commiss	<u>is</u>
Position Held	Mar	Mark (√)	Name of Position of Job Held	For How Long?	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.]	e they related to y	ou? tc.]	
•	Current	Former	board/ commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)		Relation	
General Assembly									
Constitutional Officer						mpood file and a second file a		- Million	
State Board or Commission Member			TO SPOKE THE PROPERTY OF			The state of the s			
State Employee						Transportation to the contract of the contract			
☐ None of the above applies	es								
			FOR AN EN	ENTITY		BUSINESS)*			
ndicate below if any of the follow Officer, State Board or Commissi Jember, or State Employee. Po	ing persol on Membι iftion of α	ins, curre er, State ontrol me	ent or former, hold any position of con a Employee, or the spouse, brother, si seans the power to direct the purchasi	trol or hold a ster, parent, ng policies o	any owners , or child of or influence	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, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.	r of the General A Officer, State Boa	ssembly, Constitution ard or Commission	lai
	Mar	Mark (√)	Name of Position of Job Held	For How Long?	Long?	What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	% of ownership in	erest and/or	
rosidon neid	Current	Former		From MM/YY	To	Person's Name(s)	Ownership Interest (%)	Position of Control	
General Assembly									
Constitutional Officer			THE PROPERTY OF THE PROPERTY O			The state of the s		700000000000000000000000000000000000000	
State Board or Commission Member	>		STATE BOARD OF EXAMINERS OF ALCOHOLISM AND DRU	01/15	current	Carol A. Moore	0	Director of Corporate Com	
State Employee							THE PART OF THE PA		
☐ None of the above applies	es								

		The state of the s	Contract and Grant Disclosure and Certification Form	***************************************
Contract Number —	Attachment Number		Action Number	

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 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 disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency

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

- Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a 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 CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement of my contract with the state agency.
- 2. I will include the following language as a part of any agreement with a subcontractor:

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 Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

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. က

I certify under penalty of perjury, to the best of my knowledge and be that I agree to the subcontractor disclosure conditions stated herein.	my knowledge and belief, all of the above information is true and correct and litions stated herein.	information is true and correct and
Signature Gaymas Hopkane	Title Executive Director	Date 11/15/2023
Vendor Contact Person_Carol A. Moore	Title Director of Corporate Compliance	Phone No. (870) 224-8108
		- Commence
Agency use only Agency Agency Agency Number O710 Name Department of Human Services Contact	Agency Contact Contact Contact Contact Contact Person	Contract or Grant No.

State of Arkansas Department of Human Services 710-24-0014
Attachment B
Written Questions

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.

_					*****							
	Answers	yes See section 1.15, J			THE PROPERTY AND ADDRESS OF THE PROPERTY A	Thomas and the same of the sam	TAMBARANOPOROUGA, a. a. a. a.	The state of the s				
	Question	. Vendors may submit multiple bid May vendors submit more than one bid?				THE THINK AND ADDRESS OF THE	TOTAL					
	Specific Language	J. Vendors may submit multiple bid										
THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE	Question Reference (page number, section number, ID	Example Page 7, section 1.15, C								The state of the s		
	Question ID	Example	1	2	3	7	5	9	7	8	6	10

ARKANSAS DEPARTMENT OF HUMAN SERVICES PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-267 et. seq., the selected contractor shall comply with performance-based 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 or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify 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 term of the contract, 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 term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- V. The contract program deliverables and performance indicators to be performed by the contractor are:

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Scope of Work Contractor must provide counseling services based on a family-centered approach and are intended to strengthen family functioning and are intended for families whose children are at risk of an out-of-home placement or have experienced an out-of-home placement and reunification is planned. Counseling must be directed toward improving the client's ability to function effectively within the family. Services shall be provided to reach outcomes specified in the IFB.	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
 Provider Qualifications The Contractor must remain certified and enrolled as a Behavioral Health Agency (BHA), Community Support System Provider (CSSP), Independently Licensed practitioner (ILP) or ILP Group service provider in the Arkansas Medicaid Program for the duration of the contract. Required licensures and certification shall be maintained throughout 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.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30)
duration of the contract. 3. Verification of staff credentials shall be provided to DCFS upon request.		day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total

Service Criteria ⁱ		Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
₹.	Contractor commits that it will not employ for services through this contract any person whose name appears on the registry as an offender of a true report of child maltreatment or who has an offense prohibited by Arkansas Code Annotated § 9-28-409 criminal records and child maltreatment checks.		payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding
5.	The Contractor shall submit to the DCFS Counseling Program Manager the results of a check with the Arkansas Maltreatment Central Registry and a criminal background check for any current or prospective employee providing services through this contract. The Contractor must keep documentation of these results on file and available for audit by DHS.		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.
6.	Licensed professionals providing services must have a minimum of one (1) year experience in individual, family, and/or group therapy or under the supervision of a licensed professional. Provider must have experience providing counseling in home, community, natural environment, and office based.	·	
7.	Counseling services shall be provided by licensed professionals with expertise and experience in trauma-informed care. Each licensed mental health professional who provides DCFS counseling services can have training through Arkansas Building Effective Services for Trauma (ARBEST) for trauma informed therapies, certifications, or expertise in trauma-informed therapy/care.		
8.	Contractor must maintain a record of training, certification, or expertise in trauma-informed care for each licensed mental health professional providing services under this contract.		
9.	The Contractor must notify DCFS of any changes in personnel impacting the contracted services and provide documentation to DCFS of new		

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
personnel with their qualifications prior to the delivery of services. 10. The Contractor shall notify DCFS Program Manager of any changes in the business entity which include, but not limited to business entity existence, name change of the business, new location of the business, new location of the business, new telephone numbers and contact person. Referrals 1. Contractors and DCFS Supervisor/designee shall collaborate to determine the appropriateness of referrals. The Contractor must inform the DCFS supervisor initially by email when there is a question concerning the appropriateness of the referral. 2. Contractors must accept all DCFS referrals allowable within the limitations of the contract budget. If the contractor does not have capacity to accept the client the Contractor must notify DCFS Supervisor, so DCFS can make other provisions for the client. 3. Contractors must accept referrals outside of their primary contracted area contingent on availability of staff and contract funding. 4. The Contractor shall keep a referral log that documents all referrals as well as the reason for any refused referrals.	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file
Treatment Plan 1. Contractor must complete and submit an initial assessment and treatment plan to the DCFS Supervisor within ten (10) working days of the initial intake for services.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards	and contract termination. 1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.

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Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ^{II}
 The Contractor shall submit to the county supervisor or designee a copy of the client's progress notes and any updates to the treatment plan. Justification shall remain in the client's file. Contractor shall develop an assessment and treatment plan that addresses strength and needs of the client and family. The individual client/family treatment plan goals and objectives must be measurable and short term. The report will contain the following: Plan for frequency of services — number of hours of direct services planned. Specified time frames for achievement of goals and Objectives. Contractor must submit quarterly treatment plan updates to DCFS. 	for acceptable performance throughout the contract term as determined by DHS.	2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
Counseling services may be provided in an office based, or natural environment and/or via telehealth when deemed appropriate for client. Counseling shall not interfere with client's daily work/ school schedule therefore scheduling for services shall be flexible.	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Service Requirements 1. The Contractor must provide services for each referral as specified in each client's treatment plan. 2. Counseling services shall include individual, family, and/or group therapy. The service will build on the strengths of the family. The Contractor must understand environmental, behavioral, and cognitive interventions with families. 3. The Contractor shall ensure that services will continue, uninterrupted, if a therapist is unavailable for an extended period. 4. Contractor shall provide services for emotional support and guidance; problem identification and resolution; exploration of possible alternative behavior patterns; and the development and strengthening of capacity for personal and social functioning, improved parenting skills, anger management, conflict resolution, generational issues, domestic violence, substance abuse, and other issues. 5. When trauma is identified as a contributing factor to the current issues being addressed in treatment, the Contractor must utilize evidence-based practices or trauma informed best practices in counseling sessions. A trauma-informed service delivery approach shall be applied when applicable.	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.	the right to impose additional penalties including without limitation, monetary damages, 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. 1st Incident: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
Contractor must provide individual, family and /or group therapy in		

accordance with the client's treatment plan. Contractor shall provide medication management as specified in the client's treatment plan (if available). If the Contractor is unable to provide medication management, the Contractor shall refer the client to a licensed psychiatrist or other medical		
professional authorized to provide medication management.		
 Contractor must maintain a service log documenting services rendered. 		
3. Contractor shall attend all meetings requested by DHS including but not limited to family team meetings, court hearings, wrap around staffing, trainings and must provide court room testimony upon request by DHS.		
P. Contractor must submit client monthly progress notes to the DCFS Supervisor documenting services, including the client's response and engagement in services. These progress notes shall summarize dates/times of service, progress in counseling, and continued care recommendations. Progress notes are due by the 10th of each month.		
Monitoring I. Contractor must notify the DCFS Supervisor by telephone and/or email within forty-eight (48) business hours when a family receiving counseling services misses a counseling session without advanced notification to the contractor. The contractor and DCFS staff will confer to determine if counseling will continue, if the safety of the children has been compromised, and what steps will be taken to ensure the future participation of the family in counseling. The DCFS Supervisor's approval to continue counseling will be required after each incidence of a missed counseling session without advanced notification to the contractor. I. Contractor must notify the designated Program Manager when services are	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
consecutive business days due to illness, vacation, personal business, etc., The Program Manager will notify the area Financial Manager who will notify the County Supervisor. Planned absences should be reported two weeks in advance. 3. The Contractor must complete and submit to the DCFS Supervisor within ten (10) working days of closure of services a final report on the family's progress, a discharge summary and continued after-care plan recommendations.		In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
Court Contractor shall provide court testimony upon request from DCFS and the court.	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
Background Check	Acceptable performance is	1st Incident: A Corrective Action Plan (CAP)

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ^{II}
The Vendor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member shall be staffed on this project if they have committed an offense that would preclude State employment as a "designated position", if applicable to the underlying contracted services, under Ark. Code Ann. §21-15-102 or, otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21-15-111. Contractor shall not employ for services through this contract any person whose name appears on the registry as an offender of a true report of child maltreatment or who has an offense prohibited by Arkansas Code Annotated § 9-28-409 criminal records and child maltreatment checks.	defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
Privacy and Security The 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 Arkansas DHS. The Contractor shall implement and maintain reasonable security procedures and practices regarding all protected health information and/or other confidential information as required by A.C.A § 4-110-104, The Personal Information Protection Act. The Contractor shall disclose any breaches of privacy or security by contacting the DHS Information	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the

Service Criteria	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov. The Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation. The Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information. The Contractor must maintain confidentiality and meet any applicable Privacy Act of 1974, Health Insurance Portability and Accountability Act (HIPAA), and Health Information Technology for Economic and Clinical Health (HITECH) Act requirements.		In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, 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.
A. The Contractor shall obtain all referrals in advance before scheduling clients for service. Invoicing for services rendered without proper authorization is subject to denial by DCFS. B. Contractor shall bill Medicaid or insurance for clinical or covered services prior to billing contract. C. The Contractor shall bill the DCFS contract for clients that are not insured and are not Medicaid eligible. D. A minimum of seventy percent (70%) of all billed time (exclusive of travel time) for counseling services must be direct service. Direct service is defined as face-to-face contact with the family.	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: A Corrective Action Plan (CAP) acceptable to DHS 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 to the provider for each thirty (30) day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.
E. The Contractor shall conduct activities and perform services resulting in the program deliverable from the beginning of the contract fiscal year through the end of the contract year and any contract extensions that may occur.		In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, monetary damages, withholding payment on future invoices until Vendor is in full

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ	
F. Invoices for monthly billing must be developed online through the <u>Provider Invoice Entry (PIE) application</u> .		compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and	
G. Invoices along with the certification of compliance should be submitted to the DCFS Program Manager by the 10th day of the month. If the 10th day is on a weekend billing is due no later than the following Monday.		contract termination.	
H. The Contractor shall submit a monthly report which will include number of clients served, hours of service, services billed to Medicaid or other insurer, dollar amount billed to DCFS and contract balance.			
Billing must be signed electronically by an authorized agent or designee for the provider.			
Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12- 1708(a)(1)(AA), Contractor and all of its	Acceptable performance is defined as one hundred percent	For each failure to report, DHS may impose: 1. A ten percent (10%)	
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) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable	(100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	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	
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		2. 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.	
would reasonably result in child maltreatment. or e. An endangered person or an impaired person has been subjected to conditions or circumstances that		DHS may elect to calculate penalties/damages differently per occurrence.	
constitute adult maltreatment or long- term care facility resident maltreatment.		In addition to the above penalties, DHS reserves the right to impose additional	

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
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.		penalties including without limitation, requiring a Corrective Action Plan (CAP), 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.
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 Ark. Code Ann. §§ 12-12- 1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.		
Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual, apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The 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.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	The 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. The Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan developed by the Vendor and 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, the 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 Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until all elements of the transition

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
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.		are satisfied as determined by DHS.
Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.): 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas 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.	Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time. 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 determination as to the sufficiency of Contractor's response and provision of documents.	1. For each failure to meet performance standard, DHS may impose: a. 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 b. 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. In addition to the above, 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.

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Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
		In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), 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.

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, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. 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 direction of the agency 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.

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

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

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

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

covered by this agreement.

<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 non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

<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:

J	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;
\Box	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;
\exists	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;
_1	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 norformance or look of norformance

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:

	(address)	
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:

J	are not presently debarred, suspended, proposed for debarment, declared ineligible, or
	voluntarily excluded from participation in this transaction by any federal or state agency
1	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;
3	Promotion;
	Demotion or transfer;
]	Recruitment or recruitment advertising;
	Layoff or termination;
]	Rates of pay or other forms of compensation; and
1	Selection for training including apprenticeshin

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.



STATE OF ARKANSAS SERVICES CONTRACT

Contract #	Federal ID#		
Service Type	Procurement Method		
Contracting Parties. Sis herein after referred	State of Arkansas is hereinafter referred to as the Department to as the Contractor.	and contra	ctor
Department No. & Name	0710 - Arkansas Department of Human Services		
Division	Choose Division or Office		
Contractor Name	DUC Disease Deinte Heerikel II C DDA Disease Deinte Deinte		
Contractor Address	BHC Pinnacle Pointe Hospital LLC DBA Pinnacle Pointe Behavior 403 S Poplar St Suite F Searcy AR 72143	rai Heaithca	re System
		1 @ \/	→ No
Objectives, Scope, an	Minority/Women Owned Business and Performance. Identify, in reasonable detail, the objectives and the methods the Department will use to determine whether have been achieved. If space below is insufficient it may be seen achieved.	er the objec	ctives of
Objectives, Scope, an contractual agreement the contract (Contract) Attachment 4. Provision of Services in I contract to include meeti	and Performance. Identify, in reasonable detail, the objectives and the methods the Department will use to determine whether have been achieved. If space below is insufficient it may be sometime with Performance Indicators. Provider will maintain compliance ng Performance Indicators, Quality of services provided and clear a	and scope er the object supplement	of the ctives of ed with
Objectives, Scope, an contractual agreement the contract (Contract) Attachment 4.	and Performance. Identify, in reasonable detail, the objectives and the methods the Department will use to determine whether have been achieved. If space below is insufficient it may be sometime with Performance Indicators. Provider will maintain compliance ng Performance Indicators, Quality of services provided and clear a	and scope er the object supplement	of the ctives of ed with
Objectives, Scope, an contractual agreement the contract (Contract) Attachment 4. Provision of Services in I contract to include meeti	and Performance. Identify, in reasonable detail, the objectives and the methods the Department will use to determine whether have been achieved. If space below is insufficient it may be sometime with Performance Indicators. Provider will maintain compliance ng Performance Indicators, Quality of services provided and clear a	and scope er the object supplement	of the ctives of ed with
contractual agreement the contract (Contract) Attachment 4. Provision of Services in I contract to include meeti	and Performance. Identify, in reasonable detail, the objectives and the methods the Department will use to determine whether have been achieved. If space below is insufficient it may be sometime with Performance Indicators. Provider will maintain compliance ng Performance Indicators, Quality of services provided and clear a	and scope er the object supplement	of the ctives of ed with

a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 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 #:
	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: Proof of quality services provided that are billed to DHS under the contract.
	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 Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.
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 continue in full force and effect unless 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.
Δ This Contract as may be amended in writing by the parties:

Contract #:

(Solicitation number) including all Addenda;

7. Termination & Cancellation Clauses.

The solicitation

Contractor's response to the solicitation.

В.

6.

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)

Contract #:	

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

Contract #:	
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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 Ark. Code Ann. § 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. Attachments.

- 1. Certification of Contractor
- 6. Budget
- 2. Calculation of Compensation
- 3. Source of Funds
- Objectives, Scope and Performance Standards
- 5. Performance Details

20. 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

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i. the other party's red	eipt of it, or
ii. if mailed, the earlie	of the other party's receipt of it and the fifth business day after mailing it.
C. Issuance of Notice. All r	otices and communications between the parties in writing shall be
directed to the respective	parties in accordance with the following:
Contact #1 – Department Represen	ative submitting/tracking this contract
Name	Title
Telephone#	Email
Contact #2 - Department Representation Name	ative with knowledge of this project (for general questions and responses Title
Telephone#	. Email ·
Contact #3 - Department Represen responses)	ative Director or Critical Contact (for time sensitive questions and
Name	Title
Telephone#	Email

Contract #:

21. 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 https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf and are included herein by reference, as applicable.					
22. SIGNATURES					
DEPARTMENT SIGNATURE CERTIFIES NO OBL DEPARTMENT UNLESS SUFFICIENT FUNDS AF THEY BECOME DUE.	IGATIONS WILL BE INCURRED BY A STATE RE AVAILABLE TO PAY THE OBLIGATIONS WHEN				
	use this Contract to be executed. Notwithstanding verbal or Date" of this Contract shall be the date provided in				
CONTRACTOR AUTHORIZED SIGNATURE	DEPARTMENT AUTHORIZED SIGNATURE				
Jaymie Hopkins	•				
Printed Name	Printed Name				
Executive Director					
Title	Title				
403 S Poplar St, Suite F Searcy AR 72143	Arkansas Department of Human Services PO Box 1437 Slot Little Rock, AR 72203-1437				
Address	Address				
Signature Hopkins 11/15/2023	Signature				

Contract No: _____

Date

Date

	Attachment #1			
С	ERTIFICATION OF CONTRACT	OR		
Sections A, B and C apply to all servi Services contracts only.	ce contracts. Sections D and E app	oly to Professional and Consulting		
A. "I, Jaymie Hopkins	Executive Director	/T:41a\		
(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."				
		other state government entities. (Not racts or subcontracts, please put "Not		
Contract #4600043785 Counseling Ser	vices			
C. Is Contractor currently engaged in clients engaged in any controversy v "Not applicable" or "None.")				
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		

Contract #:

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Contract No:	

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.

F. By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.

•								
	•	Contractor	does	not and	shall	not bo	ycott	Israel

		Attacr	ment #2	
	С	alculation o	Compensation	
Calculation of Compensation	on (for Profession	onal & Consultin	g Service Contracts Only):	
A. In the table below, provide rate, and total for each less			, the number of personnel fo	or each level, the compensation
Level of Personnel	Nu	mber	Compensation Rate	Total for Level
TOTAL COMPENSATION E	XLUSIVE OF E	EXPENSE REIN	IBURSEMENT(S)	\$ 0.00
3. In the table below, provide		reimbursable e	xpenses, estimated rates, a	nd a total for each level.
Reimbursable Expense Ite	ms (Specify)	Estimated R	ate of Reimbursement	Total
TOTAL REIMBURSABLE E	XPENSES			\$ 0.00
		* 1.		
Total compensation inclus	ive of expense	reimburseme	nt:	\$ 0.00
Annual Contract Amount:				
		•		Only): uantity, cost per item, and total
cost. Services		antity	Cost Per Item	Total Cost
Services	, Qu	antity	Cost Per item	Total Cost
			TOTAL SERVICES	\$ 0.00
	P 15 41			
B. In the table below, as app				
Commodities	Qu	antity	Cost Per Item	Total Cost
			TOTAL COMMODITIES	\$ 0.00
Total services inclusive of	commodities:			\$ 0.00
Annual Contract Amount:				
Annual Contract Annualit.				
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Contract #:

Contract #:	

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
					%
	·				%
					%
					%
					%
					%
<u> </u>		thinbs	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.

1 of 6

Attachment

Action

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Choose Division or Office

("Covered Entity")

and BHC Pinnacle Pointe Hospital LLC, DBA Pinnacle Pointe Behavioral Healthcare System ("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. <u>DEFINITIONS</u>

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.
- "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. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- 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.

Attachment

- 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. RESPONSIBILITIES OF COVERED ENTITY

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.

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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. <u>INDEMNIFICATION</u>

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
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VI. GENERAL TERMS

- 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: 1	BHC Pinnacle Pointe Hospital LLC, DBA Pinnacle Pointe Behavioral Healthcare System
Signed: 4	Jaynie	Hopkins
	Executive Director	
Date:	11/15/20	
COVERED	ENTITY	Choose Division or Office

Signed:

Title:

Date:

Agreement
Action ----Attachment

Appendix A: Business Associate Contact Information

Business Associate Primary Contact:

Business Associate Secondary Contact:

Name:

Carol A. Moore

Name:

Jaymie Hopkins

Title:

Director of Corporate Compliance

Title:

Executive Director

Address:

139C E Jackson Ave

Address:

403 S Poplar, Suite F

City:

Monticello

City:

Searcy

State:

AR

State:

AR

Phone:

870-224-8008

Phone:

501-279-9220

Fax:

870-224-8110

Fax:

501-279-9450

Email:

carol.moore@uhsinc.com

Email:

jaymie.hopkins@uhsinc.oam

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 non-public 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).



Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders Secretary Joseph Wood Director Edward Armstrong

CERTIFICATION FOR BOYCOTT AND ILLEGAL IMMIGRANT RESTRICTIONS

Pursuant to Arkansas law, a vendor must submit the below certifications prior to entering into a contract with a public entity for an amount as designated by the applicable laws.

- 1. Israel Boycott Restriction: For contracts valued at \$1,000 or greater. A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in a boycott of Israel. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- Illegal Immigrant Restriction: For contracts exceeding \$25,000.
 No state agency may enter into or renew a public contract for services with a contractor who employs or contracts with an illegal immigrant. A contractor shall certify that it does not 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, or exceeding, \$75,000.

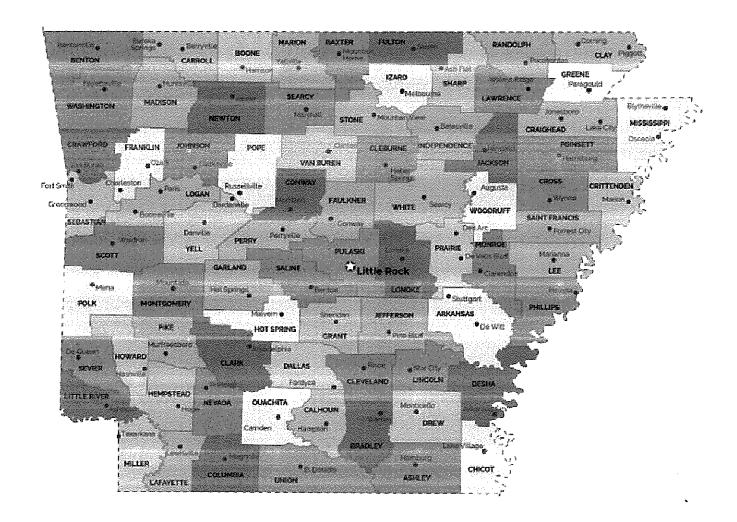
A public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry. If a company does boycott any of these industries, *see* Arkansas Code Annotated § 25-1-1102.

By signing this form, the contractor agrees and certifies that it does not, and shall not for the remaining aggregate term of the contract, participate in the activities checked below:				
Do not boycott Israel.				
☑ Do not employ illegal immigrants.				
☑ Do not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.				
Contract Number & Description				
Name of Public Entity				
Name of Vendor/Contractor	BHC Pinnacle Pointe Hospital LLC DBA Pinnacle Pointe Beha			

AASIS Vendor Number	
James Hopkins	11/15/2023
Contractor Signature	Date

Office of State Procurement

Attachment I - State Map of Counties



DOCUMENTATION CHECKLIST

As outlined in section 2.2 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
Copy of licensure or proof of supervision for each service provider
Copy of certification of enrollment as a behavioral health service provider (for each service provider) in the Arkansas Medicaid Program
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)
Certification for Boycott and Illegal Immigrant Restrictions (Attachment H)

Details

For service of process contact the Secretary of State's office.

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service click here.

Corporation Name
BHC PINNACLE POINTE HOSPITAL, LLC

Fictitious Names
PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

Filing # 811151019

Filing Type
Foreign Limited Liability Company

Filed Under Act Foreign LLC; 1003 of 1993

Status Good Standing

Principal Address

Reg. Agent
CORPORATION SERVICE COMPANY

Agent Address
300 SPRING BUILDING STE 900 LITTLE ROCK, AR 72201

Date Filed 12/01/2017

Officers STEVE FILTON, Incorporator/Organizer ROBERT ZURAD, Tax Preparer

Foreign Name

Foreign Address 2908 POSTON AVE NASHVILLE, TN 37203

State of Origin
TN
Purchase a Certificate of Good Standing for this Entity
Pay Franchise Tax for this corporation

ARKANSAS DEPARTMENT OF HEALTH SOCIAL WORK LICENSING BOARD

P. O. Box 251965 Little Rock, AR 72225

March 14, 2022

Jaymie Frances Hopkins, LCSW 1668 Missile Base Rd. Judsonia, AR 72081

Jaymie Frances Hopkins, LCSW;



Governor Asa Hutchinson José R. Romero, MD Secretary of Health

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 March 1, 2022 through February 29, 2024. 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, (February 29, 2024) you must obtain 30 hours of social work continuing education between the dates of March 1, 2022 through February 29, 2024. 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

Expiration Date:

2/29/2024

Jaymie Frances Hopkins, LCSW 1668 Missile Base Rd. Judsonia AR 72081

Card bearer is licensed and in good standing with the Arkansas

Social Work Licensing Board Tammy Charton, ensu

Chair

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.

Title: Equal Employment Opportunity

Originator: Human Resources

HRPL-1009-01 Revision #1 Effective Date: 02/01/2004

Reviewed Date: -

I. Scope:

Pinnacle Pointe BHS ("Facility")

II. Purpose:

To provide guidelines for the enforcement of all Federal, State and local laws and regu-

lations pertaining to Equal Opportunity Employment.

III. Policy:

It is the policy of the Facility to provide equal opportunity in employment to all employ-

ees and applicants for employment. No person will be discriminated against in em-

ployment on the basis of their race, religion, color, sex, age, national origin, disability,

military status, or any other characteristic protected by applicable Federal, State or local

law.

1. This policy applies to all terms, conditions, and privileges of employment and all

policies of the Facility.

2. The Facility's Director of Human Resources ("HRD") is responsible for formulating,

implementing, coordinating, and monitoring all efforts in the area of equal employ-

ment opportunity.

3. Any communication from an applicant for employment, an employee, a govern-

ment agency, or an attorney concerning any equal employment opportunity matter

must be referred to the HRD.

4. While the overall authority for implementing this policy is assigned to the HRD,

an effective equal employment opportunity program cannot be achieved without the

support of supervisory personnel and employees at all levels. Any employee who

believes they have suffered from discrimination has the responsibility to report this

Confidential

Title: Equal Employment Opportunity Originator: Human Resources

Revision #1 Effective Date: 02/01/2004

HRPL-1009-01

Effective Date: 02/01/2004
- Reviewed Date:

concern to their supervisor, the HR department or member of management as soon as possible.

- 5. Complaints of discrimination will be handled and investigated under the Facility's Problem Solving Procedure. All complaints of discrimination will be investigated promptly and in as impartial and confidential manner as possible, and a timely resolution of each complaint should be reached and communicated to the parties involved. The Facility prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about discrimination.
- 6. The Facility shall not discriminate against physically and/or mentally disabled individuals in any employment matter where they meet the minimum qualifications and are capable of completing the essential functions of the job with or without reasonable accommodation. In considering disabled individuals for employment, the Facility, as necessary, may provide additional training and consider reasonable accommodations that do not pose an undue hardship on the Facility.
- 7. Any employee who violates this policy will be subject to corrective action up to an including immediate employment termination

Title:	Equal Employment Opportunity	Policy No. Revision #1
Originator:		Page 3 of 3 Effective Date: 02/01/2004 Reviewed Date: -

8.

Confidential 3



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 April 10, 2023

BHC PINNACLE POINTE HOSPITAL LLC

DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

2199 HARRISON STREET

BATESVILLE AR 72501

Please find enclosed Temporary DPSQA. This is issued for the following locations(s);

BHC PINNACLE POINTE HOSPITAL LLC

PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

2199 HARRISON STREET

BATESVILLE AR 72501

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

Sincerely,

Kewandra Bonds



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 April 10, 2023

BHC PINNACLE POINTE HOSPITAL LLC

DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

203 B WESTPORT DRIVE

CABOT AR 72023

Please find enclosed Temporary DPSQA. This is issued for the following locations(s):

BHC PINNACLE POINTE HOSPITAL LLC

PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

203 B WESTPORT DRIVE

CABOT AR 72023

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

Sincerely,

Kewandra Bonds



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 April 10, 2023

BHC PINNACLE POINTE HOSPITAL LLC

DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

2215 EAST OAK STREET

CONWAY AR 72032

Please find enclosed Temporary DPSQA. This is issued for the following locations(s):

BHC PINNACLE POINTE HOSPITAL LLC

PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

2215 EAST OAK STREET

CONWAY AR 72032

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

Sincerely,

Kewandra Bonds



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 Wednesday, May 31, 2023

JAYMIE HOPKINS
BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEMS
300 N CLIFTON
FORDYCE AR 71742

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

BHC PINNACLE POINTE HOSPITAL LLC
300 N CLIFTON

FINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEMS

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

Sincerely,

Artilya Gilbert-White

FORDYCE AR 71742

cc: CSSP, DAABHS/DDS - T. Tarpley, Regina Davenport, jerry Hodge, Patricia Gann, T. Alexander, Sheryl Hunt, Shelley Ruth
Gainwell Technologies – Courtney Tipple, Audrey Orange, Daphne Burkins
OMIG – Tamera Belin

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



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 April 7, 2023

BHC PINNACLE POINTE HOSPITAL LLC

DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

400 HARDIN ROAD SUITE 150

LITTLE ROCK AR 72211

Please find enclosed Temporary DPSQA. This is issued for the following locations(s):

BHC PINNACLE POINTE HOSPITAL LLC

PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

400 HARDIN ROAD SUITE 150

LITTLE ROCK AR 72211
If you have any questions, please feel free to schedule time with me.
Sincerely,

Kewandra Bonds



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 April 10, 2023

BHC PINNACLE POINTE HOSPITAL LLC

DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

139 C EAST JACKSON

MONTICELLO AR 71655

Please find enclosed Temporary DPSQA. This is issued for the following locations(s):

BHC PINNACLE POINTE HOSPITAL LLC

PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

139 C EAST JACKSON

MONTICELLO AR 71655

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

Kewandra Bonds



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 July 17, 2023

BHC PINNACLE POINTE HOSPITAL LLC 2213 NORTH REYNOLDS ROAD SUITE 1 BRYANT AR 72202

Please find enclosed Behavioral Health Agency certificate number 48616. This is issued for the following locations(s):

910 N East Street Benton AR 72015

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: CSSP, DAABHS/DDS - T. Tarpley, Regina Davenport, jerry Hodge, Patricia Gann, T. Alexander Gainwell Technologies – Courtney Tipple, Audrey Orange, Daphne Burkins OMIG – Tamera Belin

mb



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 September 14, 2023

BHC PINNACLE POINTE HOSPITAL 201 S ROSE ST SHERIDAN AR 72150

Please find enclosed Behavioral Health Agency certificate number 49329. This is issued for the following locations(s):

1933 Shoemaker Rd Suite D Sheridan AR 72150

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



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 March 31, 2023

BHC PINNACLE POINTE HOSPITAL LLC 403 S POPLAR ST STE F SEARCY AR 72143

Please find enclosed Community Support Systems Provider license number 37775. This is issued for the following locations(s):

BHC Pinnacle Pointe Hospital LLC 403 S Poplar St Ste F Searcy AR 72143 dba Pinnacle Pointe Behavioral Healthcare Systems

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

Sincerely,

Miranda Bogard

Support Specialist

cc: CSSP, DAABHS/DDS - T. Tarpley, Regina Davenport, Jerry Hodge, Patricia Gann, T. Alexander Gainwell Technologies - Courtney Tipple, Audrey Orange, Daphne Burkins OMIG - Tamera Belin

dm



Division of Provider Services & Quality Assurance

Certificate Number:

49329

BHC PINNACLE POINTE HOSPITAL DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE This Is to Certify That

1933 SHOEMAKER RD SUITE D SHERIDAN AR 72150

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

Behavioral Health Agency.

Certificate effective from 09/14/2023 to 08/26/2025

(unless sooner revoked).





& Quality Assurance

Certificate Number: 32533

This Is to Certify That

BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM 109 FRANKIE LANE WHITE HALL AR 71602

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

BEHAVIORAL HEALTH AGENCY.

Certificate effective from 06/15/2022

(unless sooner revoked).

to 08/25/2025







& Quality Assurance

Certificate Number: 48616

This Is to Certify That

BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

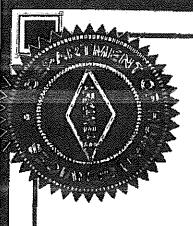
910 N EAST STREET BENTON AR 72015 ·

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

Behavioral Health Agency.

Certificate effective from 07/14/2023

to 08/25/2025 (unless sooner revoked).







& Quality Assurance

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E POINTE BEHAVIORAL HEALTHCARE SYSTEM

on the premises located at	N/A capacity	is hereby granted a license by the
139 C EAST JACKSON	COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE	is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a



License Effective: 01/01/2023 | License Expires: 07/01/2023

MONTICELLO

, County of _

DREW

ے Arkansas





This Is to Certify That

BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

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on the premises located at LITTLE ROCK , County of _ 400 HARDIN ROAD SUITE 150 PULASKI _ Arkansas.

COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE



License Effective: 01/01/2023 | License Expires: 07/01/2023





Certificate Number: TEMPORARY

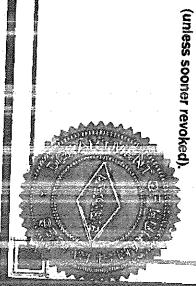
This Is to Certify That

BHC FINNACLE POINTE HOSPOTAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEMS 300 N CLIFTON FORDYCE AR 7:1742

has met provider requirements to operate a(n)/as__ COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE

Certificate effective from 05/31/2023 to 07/01/2023







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on the premises located at 2215 EAST OAK STREET	N/A capacity COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE	is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a
		rate a



License Effective: 01/01/2023 | License Expires: 07/01/2023

County of

FAULKNER

Arkansas.



& Quality Assurance

This Is to Certify That

INIVACLE FOINTE HOSPITAL CLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM
LE FOINTE HOSPITAL LLC DEA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

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

on the premises located at capacity COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE 203 B WESTPORT DRIVE

CABOT , County of LONOKE

License Effective: 01/01/2023 | License Expires: 07/01/2023

Arkansas





This Is to Certify That

BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE SYSTEM

COMMUNITY SUPPORT SYSTEMS PROVIDER INTENSIVE	Capacity	N/A
ember of relationship in the Armansas Department of Ruman Services to maintain and operate a	to provide to	

on the premises located at 2199 HARRISON STREET

BATESVILLE

, County of INDEPENDENCE

Arkansas.

License Effective: 01/01/2023 | License Expires: 07/01/2023





& Quality Assurance

Certificate Number: 37775

This Is to Certify That

BHC PINNACLE POINTE HOSPITAL LLC DBA PINNACLE POINTE BEHAVIORAL HEALTHCARE

403 S POPLAR ST STE F SEARCY AR 72143

has met provider requirements to operate a(n)/as_ Community Support Systems Provider - Intensive

Certificate effective from 03/31/2023 to 07/01/2023 (unless sooner revoked).

