

TECHNICAL RESPONSE PACKET

STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

DIVISION OF BEHAVIORAL HEALTH SERVICES

Response to:

REQUEST FOR Proposal

FOR Comprehensive Substance Abuse Treatment Services

DAABHS — CSATS- # 710-21-0018

In area 8, consisting of Lonoke, Prairie, Pulaski, Saline Counties

Name of Organization: Recovery Centers of Arkansas

9219 Sibley Hole Road

Little Rock, AR 72209

(501) 372-4611

www.rcofa.org

Catchment area: 8

Counties Served: Pulaski, Lonoke, Prairie and Saline

Date: August 10, 2021

Questions or clarifications may be addressed to Carole Baxter at 501-352-4611 or cbaxtergrcofa.org

1. SECTION 1 General Information

Proposal Signature Page

Agreement and Disclosure Forms

Proposed Subcontractor Form

Signed Addenda

Contract Grant and Disclosure Form

Equal Opportunity Policy

Statement of Acknowledgement

Disclosure of Litigation

1.8 B

Vendors Official Bid Price Sheet (sent separately)

Active Registration from the Arkansas Secretary of State's Office

Medicaid Provider Identification Number

Financial Audits

Arkansas Department of Human Services License

CARF Certification

Subcontractors Licenses and Certifications

2. Scope of Work

Organizational Chart

Key Employees – Licenses, Resumes, Job Descriptions

Evidenced Based Practices

Confidentiality of Records

Technical Approach and Solutions to Scope of Services

Attachment C - Performance Based Contracting

Attachment D – Professional Services Contract

Attachment E – State of Arkansas Services Contract

Attachment F – Business Associate Agreement

Attachment G – Catchment Area Map

Attachment H – Organizational or Personal Conflict of Interest

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Recovery Centers of Arkansas				
Address:	9219 Sibley Hole Road				
City:	Little Rock	State:	AR	Zip Code:	72209
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American				
AR Certification #: 33040 * See Minority and Women-Owned Business Policy					

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Carole Baxter	Title:	Executive Director
Phone:	501-614-4900	Alternate Phone:	501-352-4611
Email:	cbaxter@rcofa.org		

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>
ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
ISRAEL BOYCOTT RESTRICTION CONFIRMATION
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. <input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

Authorized Signature: Carole Baxter Title: Executive Director
 Use Ink Only.

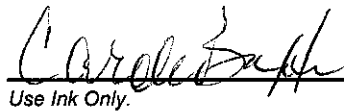
Printed/Typed Name: Carole Baxter Date: August 10, 2021

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

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

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

Authorized Signature: _____


Use Ink Only.

Printed/Typed Name: Carole Baxter

Date: August 10, 2021

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

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

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

Authorized Signature: Carole Baxter
Use Ink Only.

Printed/Typed Name: Carole Baxter Date: August 10, 2021

SECTIONS 3, 4, 5 - VENDOR AGREEMENT AND COMPLIANCE

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

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

Authorized Signature: Carole Baxter
Use Ink Only.

Printed/Typed Name: Carole Baxter Date: August 10, 2021

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
AR Cares/Methodist Children	2002 South Fillmore Street	Little Rock, AR 72204
Better Community Development/Hoover	3604 West 12th Street	Little Rock, AR 72204
Counseling Clinic	110 Pearson Street	Benton, AR 72015
Family Service Agency	628 West Broadway Street	North Little Rock, AR 72114
Quality Living Center	3925 Asher Avenue	Little Rock, AR 72204

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

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

ADDENDUM 1

TO: All Addressed Vendors
FROM: Chorsie Burns, Buyer
DATE: July 28, 2021
SUBJECT: 710-21-0018 COMPREHENSIVE SUBSTANCE ABUSE TREATMENT SERVICES (CSATS)

The following change(s) to the above referenced RFP have been made as designated below:

- ☒ Change of specification(s)
☐ Additional specification(s)
☐ Change of bid opening date and time
☐ Cancellation of bid
☐ Other

RESPONSE PACKET page 7, Section **E.3 STANDARD OF CARE** item C has been removed.

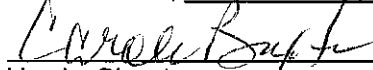
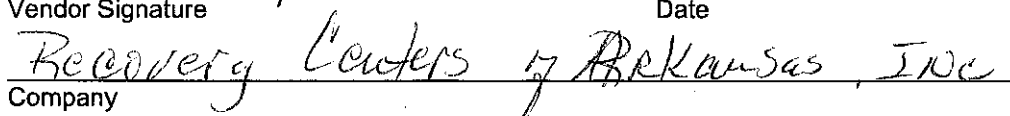
RESPONSE PACKET page 7, Section **E.3 STANDARD OF CARE** item D last sentence has been replaced with the following: How will progress be measured and documented? (Section 2.4 C)

RESPONSE PACKET page 7, Section **E.3 STANDARD OF CARE** item E is replaced with the following:
Describe your approach to aftercare and discharge planning and provide a matrix listing community resources and partners available for referral for continuation service. (Section 2.4 C)

RFP page 23, Section 3.1 C item 3 (chart) is replaced with the following:

E.1 Minimum Qualifications	10	15	105
E.2 Scope of Work	5	25	175
E.3 Standard of Care	20	20	140
E.4 Priority Population	10	10	70
E.5 Records and Reporting	5	5	35
E.6 Staffing	5	10	70
E.7 Subcontractors	5	5	35
E.8 Technology Requirements	5	5	35
E.9 Physical Plant	5	5	35
Technical Score Total	70	100%	700

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal. If you have questions, please contact:
Chorsie Burns, chorsie.burns@dhs.arkansas.gov or 501-682-6327


Vendor Signature
Date 8-10-21

Company

Contract Number 710-21-0018

Attachment Number

Action Number 1.10 B

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☒ No

IS THIS FOR:

Goods? ☐ Services? ☒ Both? ☐

TAXPAYER ID NAME: 0355-160

YOUR LAST NAME: Baxter

FIRST NAME Carole

M.I.: S

ADDRESS: 9219 Sibley Hole Road

CITY: Little Rock

STATE: AR

ZIP CODE: 72209

COUNTRY: US

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

FOR INDIVIDUALS *

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

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

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

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

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly			See Attached Document				
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

Contract Number 710-21-0018

Attachment Number

Action Number

Contract and Grant Disclosure and Certification Form

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

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

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

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

Signature Carole Baxter Title Executive Director Date August 11, 2021
Vendor Contact Person Carole Baxter Title Executive Director Phone No. (501) 614-4900

Agency use only

Agency Number _____ Agency Name _____

Agency Contact Person _____

Contact Phone No. _____

Contract or Grant No. _____

Please review the chart below and make any changes or additions needed. RCA is required to disclose this information in each application for state contracted services.
Fiscal Year Ending 2022

Recovery Centers of Arkansas
Disclosure Statement
2021-2022

State Position	Current	Former	Name of Position Held	From	To	Name	Ownership Interest	Relation to RCA
General Assembly		X	State Representative	01/89	01/99	James Dietz	0%	Voluntary Board Member
General Assembly		X	State Representative	2012	2015	Patty Julian	0%	Wife of Jim Julian Voluntary Board Member
State Board or Commission Member	X	X	State Board of Home Inspectors & Licenses Board	04/14	04/17 018	Lee Stephens	0%	Voluntary Board Member
State Board or Commission Member	X	X	Little Rock Waste Water	2007	present	Pete Hornbrook	0%	Voluntary Board Member
State Employee	X		AR DHS Human Resources Manager	11/99	present	George Bryant	0%	Voluntary Board Member
State Employee	X		Public Defender	...	present	Ashley Hornbrook	0%	Daughter of Pete Hornbrook Voluntary Board Member
State Employee	X	X	Teacher Health Insurance Board	2013	2017	Drew Kumpuris	0%	Husband of Nancy Kumpuris Voluntary Board Member
State Employee	X		Senior Psychiatrist	1997 00	present	Dr. Larry Miller	0%	Voluntary Board Member
State Employee	X		License Social Worker Arkansas State Hospital		present	Amy Enderlin	0%	Voluntary Board Member

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Equal Employment Opportunity Policy (rfp 1.8 A3b)

Recovery Centers of Arkansas along with each of its subcontractors has previously submitted a copy of their board-established EEOC policy to the Division of Aging, Adult and Behavioral Health Services.



Excerpt from Policy Manual, Page 1

D. Equal Opportunity and Affirmative Action Plan

Opportunity for employment with RCA shall be open to any person who, on the basis of merit, is qualified for the desired position. Discrimination against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. 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 includes, but is not 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.

The receipt of services from RCA shall be open to any person meeting stated program admission criteria. Discrimination against any person because of political or religious opinions or religious affiliations or because of age, sex, race, color, national origin, physical or mental disability (as defined by applicable law) or sexual orientation is prohibited.

Neither Recovery Centers of Arkansas nor its subcontractors hires illegal aliens pursuant to Arkansas Code Annotated 19-11-105. (1.23 A). This has been certified by Recovery Centers of Arkansas and each of its subcontractors online at http://www.arkansas.gov/dfa/procurement/pro_index.html.

3. Statement of Acknowledgement

Recovery Centers of Arkansas respectfully submits this response to the issued Request for Proposal to act as the Primary Contractor for the provision of Substance Abuse Treatment Services. The proposal remains valid through the evaluation, selection and contract period.

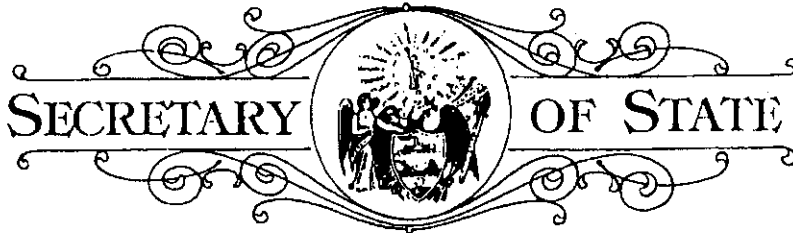
Recovery Centers of Arkansas will comply with all statements, program deliverables, regulations, codes, ordinances and licensure or certification requirements applicable. Recovery Centers and its subcontractors, agree to hold the contracting Division harmless and to indemnify the contracting Division 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 may sustain as a result of the contractor's performance or lack of performance.

Vendor # issued by the Office of State Procurement: 600002695

Disclosure of Litigation

Recovery Centers of Arkansas is not involved in any litigation that could affect this project or contract. No claims, disputes or disallowances have been imposed by any funding agency for projects undertaken for the past three years. Recovery Centers of Arkansas has had no contract termination to occur or to be initiated.

STATE OF ARKANSAS



Sharon Priest
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Sharon Priest, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

ARTICLES OF MERGER

OF

THE NORTH PULASKI COUNTY ALCOHOLISM
SERVICES, INC.

WITH AND INTO

ADDICTION TREATMENT CENTERS, INC.

CHANGING NAME TO

RECOVERY CENTERS OF ARKANSAS

FILED IN THIS OFFICE:

December 18, 1998



*In Testimony Whereof, I have hereunto set my hand and affixed my official Seal.
Done at my office in the City of Little Rock,
this 18th day of December 1998.*

Sharon Priest
Secretary of State



Division of Medical Services
Medicaid Provider Enrollment Unit
DXC Technology



P.O. Box 8105, Little Rock, AR 72203-8105
501-376-2211 Toll Free 1-800-457-4454 Fax: 501-374-0746
www.medicaid.state.ar.us

Dear RECOVERY CENTERS OF ARKANSAS:

Thank you for your interest and participation in the Arkansas Medicaid Program. Your enrollment packet has been reviewed and processed. Your new 9-digit provider identification number and effective date are listed below:

Provider ID Number: 239221526
Effective Date: 7/1/2019

Service Location: 6301 FATHER TRIBOU ST
LITTLE ROCK, AR 72205-3003

Specialty: R6 - REHABILITATIVE SERVICES FOR MENTAL ILLNESS

If any of the information on your enrollment application and/or contract should change in the future, please notify in writing:

DXC Technology
Medicaid Provider Enrollment Unit
P.O. Box 8105
Little Rock, AR 72203-8105

If you are required to report your National Provider Identifier (NPI) to Arkansas Medicaid for electronic transactions, please use your provider identification number to log on to the provider portal at www.medicaid.state.ar.us, where you can access the NPI reporting tool. Providers without Internet access can use the paper NPI reporting form.

In addition to your provider identification number, you will need the following information:

- tax identification number or Social Security number
- taxonomy code (if applicable)
- location and contact information

If you are not eligible for an NPI, you will continue to use your provider identification number on electronic transactions. The Medicaid fiscal agent is DXC. Claims should be sent to the address stated in Section I of your Medicaid Provider Manual. If you have questions regarding claims processing, please call the DXC Provider Assistance Center at (501) 376-2211 or toll free 1-800-457-4454.

If you have questions regarding your provider identification number, please call the DXC Provider Enrollment Unit at (501) 376-2211 or toll free 1-800-457-4454.

Sincerely,
Provider Enrollment



Recovery Centers of Arkansas, Inc.

**Financial Statements
and
Supplementary Information
June 30, 2020 and 2019**

(With Independent Auditor's Reports Thereon)



INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Recovery Centers of Arkansas, Inc.
North Little Rock, Arkansas

Report on the Financial Statements

We have audited the accompanying financial statements of **Recovery Centers of Arkansas, Inc.**, (RCA) (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Financial Statements

Recovery Centers of Arkansas, Inc.

Statements of Activities Year Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
Support and Revenue Without Donor Restrictions		
Federal awards and contracts	\$ 894,499	\$ 895,784
State awards and contracts	239,044	421,835
Other awards and contracts	692,174	801,243
Program service and housing fees	2,431,724	2,270,477
Public support and other revenues	56,185	20,202
Total Support and Revenue	<u>4,313,626</u>	<u>4,409,541</u>
Expenses		
Program services	4,009,075	3,435,356
Management and general supporting services	338,862	820,730
Total Expenses	<u>4,347,937</u>	<u>4,256,086</u>
(Decrease) Increase in Net Assets Without Donor Restrictions	<u>(34,311)</u>	<u>153,455</u>
NET ASSETS, BEGINNING OF YEAR	<u>4,449,070</u>	<u>4,295,615</u>
NET ASSETS, END OF YEAR	<u><u>\$ 4,414,759</u></u>	<u><u>\$ 4,449,070</u></u>

See accompanying notes to financial statements.

Recovery Centers of Arkansas, Inc.

Statement of Functional Expenses Year Ended June 30, 2019

	Program Services				Supporting Services	Total Expenses
	Residential	Outpatient	Chemical Free Living	Total Program Services		
Expenses						
Salaries	\$ 1,248,610	\$ 283,735	\$ 251,225	\$ 1,783,570	\$ 596,005	\$ 2,379,575
Payroll taxes	99,944	21,324	20,390	141,658	47,786	189,444
Fringe benefits	103,239	23,460	20,772	147,471	49,280	196,751
Subcontractor expense	262,127	232,452	-	494,579	-	494,579
Professional fees	52,319	52,319	14,948	119,586	29,897	149,483
Staff training	1,400	327	-	1,727	2,300	4,027
Program and general expenses	24,401	24,401	24,401	73,203	24,401	97,604
Marketing	13,775	-	418	14,193	1,627	15,820
Utilities	66,638	22,717	62,094	151,449	8,342	159,791
Telephone	3,704	2,963	2,963	9,630	5,185	14,815
Repairs and maintenance	57,390	13,665	20,041	91,096	9,559	100,655
Transportation	3,460	-	9,434	12,894	4,874	17,768
Insurance	26,881	26,881	26,881	80,643	26,880	107,523
Bad debt expense (reduction)	(2,782)	(2,782)	(2,618)	(8,182)	-	(8,182)
Depreciation and amortization	41,230	35,340	35,340	111,910	5,889	117,799
Food service	174,592	-	34,109	208,701	2,108	210,809
Other	1,186	-	42	1,228	6,597	7,825
Total Expenses	\$ 2,178,114	\$ 736,802	\$ 520,440	\$ 3,435,356	\$ 820,730	\$ 4,256,086

See accompanying notes to financial statements.

Recovery Centers of Arkansas, Inc.

Notes to Financial Statements

June 30, 2020 and 2019

NOTE 1: NATURE OF OPERATIONS

Recovery Centers of Arkansas, Inc. (RCA) is a non-profit organization dedicated to providing comprehensive individual services and programs for persons and families with problems associated with alcohol or drug use. RCA is licensed by the Arkansas Department of Human Services, Division of Adult and Aging Behavioral Health Services and is accredited by the Commission on Accreditation for Rehabilitation Facilities (CARF) for alcohol and drug treatment services in the areas of residential treatment, outpatient treatment, and community housing.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

The financial statements of RCA have been prepared using the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP).

(b) Basis of Presentation

RCA reports information regarding its financial position and activities according to the following two classes of net assets:

Net Assets without Donor Restrictions—Net assets that are not subject to or are no longer subject to donor-imposed stipulations.

Net Assets with Donor Restrictions—Net assets whose use is limited by donor-imposed time and/or purpose restrictions.

(c) Cash and Cash Equivalents and Certificates of Deposit

Cash and cash equivalents consist of a demand deposit account maintained with a financial institution, undeposited receipts and petty cash. For purposes of the statements of cash flows, RCA considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

At times during the years ended June 30, 2020 and 2019, amounts held with financial institutions exceeded the amounts insured by the Federal Deposit Insurance Corporation (FDIC) and were not collateralized. In the event of an institutional failure, account balances exceeding amounts insured by the FDIC may not be recoverable. At June 30, 2020 and 2019, RCA's account balances maintained at financial institutions totaled approximately \$1,331,626 and \$648,000, respectively. Of these balances, approximately \$686,000 and \$398,000 was not insured or collateralized at June 30, 2020 and 2019, respectively.

(d) Investment

Investment consists of a 2% equity interest in the Arkansas Provider Coalition (APC). This investment was made to secure future state funding of the programs that RCA provides. The investment does not have a readily determinable fair market value, and as such is reported at cost. The investment is evaluated for impairment on an annual basis. No allowance for impairment was recorded as of June 30, 2020 and 2019.

Recovery Centers of Arkansas, Inc.

Notes to Financial Statements

June 30, 2020 and 2019

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(g) Contributions

Contributions received are recognized as support without donor restrictions or support with donor restrictions, depending on the existence or nature of any donor restrictions. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted contributions are recorded as increases in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purposes restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as "net assets released from restrictions".

(h) Functional Expenses

RCA allocates its expenses on a functional basis among its various programs and supporting services. Expenses that can be identified with a specific program or supporting service are charged directly to the related program or supporting service according to their natural expenditure classification. Other expenses that are common to several functions are allocated to various programs and supporting services based on estimated use. Those expenses include certain fringe benefits, accounting and professional fees, program and general expenses, telephone expense, insurance, depreciation, food service, and bad debt expense.

(i) Income Taxes

RCA is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code (the Code) and is not a private foundation within the meaning of Section 509(a) of the Code, except to the extent RCA may have unrelated business income.

Accounting standards require RCA to evaluate its tax positions and recognize a tax liability (or asset) if RCA has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service (IRS). RCA has analyzed the tax positions taken and has concluded that as of June 30, 2020, there are no uncertain positions taken or expected to be taken that would require the recognition of a liability (or asset) or disclosure in the financial statements. RCA may be subject to audit by the IRS; however, there are currently no audits for any tax periods in progress.

(j) Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Recovery Centers of Arkansas, Inc.

Notes to Financial Statements June 30, 2020 and 2019

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS (Continued)

RCA's board of directors has designated that the amount equal to the capital expense budget for each year, in addition to 30% of profit, be retained for capital expenses and invested in certificates of deposits. As of June 30, 2020 and 2019, RCA has designated \$411,852 and \$361,021, respectively, of its net assets for capital expenses with \$203,852 and \$407,524 invested in certificates of deposit, which, if necessary, are available to RCA for spending.

NOTE 4: ACCOUNTS AND CONTRACTS RECEIVABLE

Accounts and contracts receivable at June 30 included the following:

	2020	2019
Federal and state agencies	\$ 159,829	\$ 268,692
Insurance	603,978	373,788
Private pay accounts	14,858	8,904
	<u>\$ 778,665</u>	<u>\$ 651,384</u>

NOTE 5: PROPERTY AND EQUIPMENT, NET

Property and equipment at June 30, is as follows:

	2020	2019
Buildings	\$ 3,498,978	\$ 2,829,347
Furniture and equipment	785,899	771,731
Vehicles	153,682	148,444
Accumulated depreciation	<u>(2,609,616)</u>	<u>(2,459,050)</u>
	1,828,943	1,290,472
Land	1,978,121	1,608,810
Land improvements	61,948	-
	<u>\$ 3,869,012</u>	<u>\$ 2,899,282</u>

Recovery Centers of Arkansas, Inc.

Notes to Financial Statements June 30, 2020 and 2019

NOTE 9: RELATED PARTY TRANSACTIONS

During the year ended June 30, 2019, certain members of RCA's Board of Directors also served as employees of various agencies of the State of Arkansas. For the years ended June 30, 2020 and 2019, RCA had revenues of \$239,044 and \$421,835, respectively, from the AR Department of Human Services. Additionally, during the years ended June 30, 2020 and 2019, RCA received federal awards of \$894,499 and \$895,784, respectively, which passed through the AR Department of Human Services.

NOTE 10: RISKS AND UNCERTAINTIES

The COVID-19 pandemic remains a rapidly evolving situation. The extent of the impact of the COVID-19 pandemic on RCA and financial results will depend on future developments, including the duration and spread of the outbreak and the related impact on consumer confidence and spending, all of which are highly uncertain.

NOTE 11: SUBSEQUENT EVENTS

Management has evaluated subsequent events through September 24, 2020, the date the financial statements were available to be issued.

Recovery Centers of Arkansas, Inc.

Schedule of Excess (Deficiency) of Revenue and Support Over Expenses by Program Year Ended June 30, 2020

	Program Services				Supporting Services	Total
	Residential	Outpatient	Chemical Free Living	Total Program Services		
Support and Revenue Without Donor Restrictions						
Federal assistance						
SAPT	\$ 716,032	\$ 178,467	\$ -	\$ 894,499	\$ -	\$ 894,499
Total federal awards and contracts	716,032	178,467	-	894,499	-	894,499
State assistance						
DAABHS	104,611	134,433	-	239,044	-	239,044
Total state awards and contracts	104,611	134,433	-	239,044	-	239,044
Other awards and contracts						
Federal Parole/Bureau of Prisons	297,754	181,833	-	479,587	-	479,587
Veterans Rehabilitation	-	-	207,587	207,587	-	207,587
UAMS	-	5,000	-	5,000	-	5,000
Total other awards and contracts	297,754	186,833	207,587	692,174	-	692,174
Program service and housing fees						
Program service fees	1,755,043	295,591	-	2,050,634	-	2,050,634
Housing fees	-	-	381,090	381,090	-	381,090
Total program service and housing fees	1,755,043	295,591	381,090	2,431,724	-	2,431,724
Public support and other revenues						
Contributions/United Way	-	-	-	-	1,764	1,764
Interest and miscellaneous	-	-	-	-	54,421	16,705
Total public support and other revenues	-	-	-	-	56,185	56,185
Total Support and Revenue						
Without Donor Restrictions	\$ 2,873,440	\$ 795,324	\$ 588,677	\$ 4,257,441	\$ 56,185	\$ 4,313,626

See Independent Auditor's Report.

**Other Reports
and
Supplemental Information**

The Board of Directors
Recovery Centers of Arkansas, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether RCA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of RCA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering RCA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Certified Public Accountants

September 24, 2020
Little Rock, Arkansas

Report on Internal Control over Compliance

Management of RCA is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to on the preceding page. In planning and performing our audit of compliance, we considered RCA's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance of the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of RCA's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.


Certified Public Accountants

September 24, 2020
Little Rock, Arkansas

Recovery Centers of Arkansas, Inc.

Schedule of Expenditures of Federal Awards (Continued) Year Ended June 30, 2020

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal awards activity of Recovery Centers of Arkansas, Inc. (RCA) under programs of the Federal government for the year ended June 30, 2020. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of RCA, it is not intended to and does not present the financial position, changes in net assets or cash flows of RCA. All federal awards received directly from Federal agencies, as well as Federal awards passed through other government agencies, are included in the Schedule.

NOTE 2: BASIS OF ACCOUNTING

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowed or limited as to reimbursement.

NOTE 3: INDIRECT COST RATE

The use of a ten percent de minimis cost rate as allowed by the Uniform Guidance is not applicable to RCA.

Recovery Centers of Arkansas, Inc.

Schedule of Findings and Questioned Costs Year Ended June 30, 2020

Section I – Summary of Auditor’s Results

- **Type of Report Issued – Financial Statements**
Unmodified opinion
- **Internal Control over Financial Statements**
None
- **Material Noncompliance – Financial Statements**
None
- **Internal Control over Major Program**
None
- **Type of Report Issued – Compliance**
Unmodified opinion
- **Audit Findings Under the Uniform Guidance**
None
- **Major Program**
U.S. Department of Health and Human Services, Block Grant for Prevention and Treatment of Substance Abuse, CFDA #93.959
- **Threshold between Type A and Type B Programs**
\$750,000
- **Type of Auditee**
Auditee is not a low-risk auditee.

Section II – Financial Statements Findings

None

Section III – Findings and Questioned Costs – Major Federal Award Programs Audit

None



Recovery Centers of Arkansas, Inc.

**FINANCIAL STATEMENTS
and
SUPPLEMENTARY INFORMATION
June 30, 2019**

(With Independent Auditor's Reports Thereon)



INDEPENDENT AUDITOR'S REPORT

The Board of Directors
Recovery Centers of Arkansas, Inc.
North Little Rock, Arkansas

Report on the Financial Statements

We have audited the accompanying financial statements of **Recovery Centers of Arkansas, Inc.**, (RCA) (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Financial Statements

Recovery Centers of Arkansas, Inc.

STATEMENT OF ACTIVITIES Year Ended June 30, 2019

CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS

Support and Revenue Without Donor Restrictions

Federal awards and contracts	\$ 895,784
State awards and contracts	421,835
Other awards and contracts	801,243
Program service and housing fees	2,270,477
Public support and other revenues	20,202
Total Support and Revenue	4,409,541

Expenses

Program service expenses

Residential	2,178,114
Outpatient	736,802
Chemical free living	520,440
Total Program Service Expenses	3,435,356

Supporting services expense	820,730
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Total Expenses	4,256,086
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Increase in Net Assets Without Donor Restrictions	153,455
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NET ASSETS, BEGINNING OF YEAR	4,295,615
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NET ASSETS, END OF YEAR	\$ 4,449,070
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See accompanying notes to financial statements.

Recovery Centers of Arkansas, Inc.

STATEMENT OF CASH FLOWS

Year Ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in Total Net Assets	\$ 153,455
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities	
Depreciation and amortization	117,799
Bad debt expense (reduction)	(8,182)
Gain on disposal of assets	(3,974)
Changes in operating assets and liabilities	
Accounts receivable, net	(63,121)
Prepaid expenses and other assets	(5,668)
Accounts payable	(127,667)
Accrued salaries, payroll taxes and related withholdings	17,154
Accrued vacation	8,555
Other liabilities	(5,853)
Net Cash Provided by Operating Activities	82,498

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment	(264,371)
Proceeds from disposal of property and equipment	6,020
Purchases of certificates of deposit	(407,524)
Net Cash Used by Investing Activities	(665,875)

NET DECREASE IN CASH AND CASH EQUIVALENTS (583,377)

CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR 1,197,416

CASH AND CASH EQUIVALENTS, END OF YEAR \$ 614,039

See accompanying notes to financial statements.

Recovery Centers of Arkansas, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(e) Revenue Recognition

Revenues from federal awards and state assistance are recognized as revenue when the services are performed based on amounts contracted for the service provided. Amounts due from Federal or State agencies are considered fully collectible. Revenues from other contracts for program services and housing fees are recorded when the services are provided. Amounts billed to insurance companies are recorded based on the contracted rate for the service provided and deemed to be fully collectible. Amounts billed to individuals are at RCA's standard rates less amounts covered by insurance and generally are collected upon admission.

Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has made reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Amounts due from individual clients are evaluated based upon management's experience regarding the amount of time the accounts have been outstanding and historical collections. As of June 30, 2019, no allowance for doubtful accounts has been recorded.

(f) Property and Equipment, Net

Property and equipment are stated at cost or, if donated, at the approximate fair value at the date of the donation. Such donations are reported as increases in net assets without donor restrictions, unless the donor has restricted the donated asset to a specific purpose. Major renewals and improvements are capitalized, while normal maintenance and repairs are expensed in the period incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the respective assets, which range from three to twenty-five years.

(g) Contributions

Contributions, including unconditional promises to give, are recognized as support in the period received or when RCA becomes aware that a promise to give has been made, whichever occurs first.

Contributions that are restricted by the donor are recorded as increases in net assets without donor restrictions if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as "net assets released from restrictions".

(h) Functional Expenses

RCA allocates its expenses on a functional basis among its various programs and supporting services. Expenses that can be identified with a specific program or supporting service are charged directly to the related program or supporting service according to their natural expenditure classification. Other expenses that are common to several functions are allocated to various programs and supporting services based on estimated use. Those expenses include certain fringe benefits, accounting and professional fees, program and general expenses, telephone expense, insurance, depreciation, food service, and bad debt expense.

Recovery Centers of Arkansas, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2019

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(I) Recently Issued Accounting Standards (Continued)

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to assist entities in 1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) or exchange (reciprocal) transactions and 2) determining whether a contribution is conditional. Distinguishing between contributions and exchange transactions determines which accounting guidance is applied, and the accounting may be different depending on the guidance applied. In addition, for contributions, determining whether a contribution is conditional or unconditional affects the timing of recognition. The guidance in ASU No. 2018-08 and related amendments will be effective for RCA on July 1, 2019. Management has not yet determined the significance of the implementation of this standard and the related amendments.

NOTE 3: LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

RCA monitors its liquidity so that it is able to meet its operating needs and other contractual commitments. RCA has the following financial assets that could readily be made available within one year of the statement financial position to fund expenses without limitations:

Cash and cash equivalents	\$ 614,039
Certificates of deposit	407,524
Accounts receivable, net	<u>651,384</u>
	1,672,947
Less Board designated for capital improvements	<u>(361,021)</u>
Financial assets available to meet cash needs for general expenses within one year	<u>\$ 1,311,926</u>

RCA's board of directors has designated that the amount equal to the capital expense budget for each year, in addition to 30% of profit, be retained for capital expenses and invested in certificates of deposits. As of June 30, RCA has designated \$361,021 of its net assets for capital expenses with \$407,524 invested in certificates of deposit, which, if necessary, are available to RCA for spending.

Recovery Centers of Arkansas, Inc.

NOTES TO FINANCIAL STATEMENTS June 30, 2019

NOTE 7: CONTINGENCIES

RCA receives federal and state assistance designated for specific purposes that is subject to subsequent review and audit by federal and state funding sources. Such audits could result in a request for reimbursement by the funding sources for expenditures disallowed under the terms and conditions of the related contracts or grants. In the opinion of RCA's management, such disallowances, if any, would not be significant to RCA's financial statements.

NOTE 8: RELATED PARTY TRANSACTIONS

During the year ended June 30, 2019, certain members of RCA's Board of Directors also served as employees of various agencies of the State of Arkansas. For the year ended June 30, 2019, RCA had revenues of \$421,835 from the AR Department of Human Services and \$895,784 from federal awards that passed through the AR Department of Human Services.

NOTE 9: SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 23, 2020 the date the financial statements were available to be issued.

Recovery Centers of Arkansas, Inc.

SCHEDULE OF EXCESS (DEFICIENCY) OF REVENUE AND SUPPORT OVER EXPENSES BY PROGRAM Year Ended June 30, 2019

Support and Revenue Without Donor Restrictions	Residential	Outpatient	Chemical Free Living	Total Program Services	Supporting Services	Total
Federal assistance						
SAPT	\$ 561,394	\$ 253,725	\$ -	\$ 815,119	\$ 80,665	\$ 895,784
Total federal awards and contracts	561,394	253,725	-	815,119	80,665	895,784
State assistance						
DAABHS	373,396	48,439	-	421,835	-	421,835
Total state awards and contracts	373,396	48,439	-	421,835	-	421,835
Other awards and contracts						
Federal Parole/Bureau of Prisons	276,459	240,404	-	516,863	-	516,863
Veterans Rehabilitation	-	-	278,180	278,180	-	278,180
UAMS	-	6,000	-	6,000	200	6,200
Total other awards and contracts	276,459	246,404	278,180	801,043	200	801,243
Program service and housing fees						
Program service fees	1,877,760	2,650	-	1,880,410	99,685	1,980,095
Housing fees	-	-	273,783	273,783	16,599	290,382
Total program service and housing fees	1,877,760	2,650	273,783	2,154,193	116,284	2,270,477
Public support and other revenues						
Contributions/United Way	130	-	-	130	3,367	3,497
Interest and miscellaneous	-	-	-	-	16,705	16,705
Total public support and other revenues	130	-	-	130	20,072	20,202
Total Support and Revenue Without Donor Restrictions	\$ 3,089,139	\$ 551,218	\$ 551,963	\$ 4,192,320	\$ 217,221	\$ 4,409,541

See Independent Auditor's Report.

RECOVERY CENTERS OF ARKANSAS, INC.

**Financial Statements, Additional Information
and Single Audit and Compliance Information**

June 30, 2018 and 2017

HOWLAND & NORRIS

CERTIFIED PUBLIC ACCOUNTANTS

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MEMBERS ARKANSAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBERS AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Recovery Centers of Arkansas, Inc.
North Little Rock, Arkansas

Report on the Financial Statements

We have audited the accompanying financial statements of Recovery Centers of Arkansas, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Recovery Centers of Arkansas, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

RECOVERY CENTERS OF ARKANSAS, INC.
Statements of Financial Position
June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Assets		
Current Assets		
Cash and cash equivalents	\$ 1,197,416	\$ 650,648
Accounts receivable, net	580,081	663,469
Prepaid expenses	18,883	33,073
Total Current Assets	<u>\$ 1,796,380</u>	<u>\$ 1,347,190</u>
Property and Equipment		
Land	\$ 1,608,810	\$ 1,608,810
Buildings and property	2,682,706	2,657,320
Equipment	674,837	620,934
Vehicles	147,939	147,939
Less: Accumulated depreciation	<u>(2,359,536)</u>	<u>(2,249,349)</u>
Total Property and Equipment, net	<u>\$ 2,754,756</u>	<u>\$ 2,785,654</u>
Other Assets		
Investments	<u>\$ 110,000</u>	<u>\$ -</u>
Total Assets	<u>\$ 4,661,136</u>	<u>\$ 4,132,844</u>
Liabilities		
Current Liabilities		
Accounts payable	\$ 172,351	\$ 150,617
Accrued salaries	157,794	151,783
Other liabilities	35,376	52,993
Total Liabilities (All Current)	<u>\$ 365,521</u>	<u>\$ 355,393</u>
Net Assets		
Unrestricted		
Undesignated	\$ 3,819,923	\$ 3,675,400
Designated - Capital Improvement Reserve	475,692	100,000
Designated - Other	<u>-</u>	<u>2,051</u>
Total Net Assets	<u>\$ 4,295,615</u>	<u>\$ 3,777,451</u>
Total Liabilities and Net Assets	<u>\$ 4,661,136</u>	<u>\$ 4,132,844</u>

See accompanying notes to financial statements.

RECOVERY CENTERS OF ARKANSAS, INC.
Statement of Functional Expenses
Year Ended June 30, 2018

	Residential	Outpatient	Chemical Free Living	Total Program Services	Supporting Services	Total
Salaries	\$ 1,270,705	\$ 360,162	\$ 89,433	\$ 1,720,300	\$ 595,699	\$ 2,315,999
Payroll taxes	94,143	32,150	6,277	132,570	51,970	184,540
Fringe benefits	98,723	32,908	21,939	153,570	65,816	219,386
Subcontractor expense	503,438	448,398	-	951,836	-	951,836
Professional fees	45,842	45,842	13,098	104,782	26,196	130,978
Staff training	4,024	133	676	4,833	2,180	7,013
Program and general expenses	21,892	21,892	21,892	65,676	43,785	109,461
Marketing	17,673	-	179	17,852	436	18,288
Utilities	99,369	1,457	62,781	163,607	5,090	168,697
Telephone	2,697	2,158	2,158	7,013	3,775	10,788
Repairs and maintenance	72,160	3,333	16,286	91,779	4,089	95,868
Transportation	4,863	2,066	4,117	11,046	818	11,864
Insurance	26,529	26,529	26,529	79,587	26,528	106,115
Bad debt expense	52,631	52,630	49,035	154,296	-	154,296
Depreciation and amortization	38,793	16,626	27,710	83,129	27,710	110,839
Food service	222,382	-	41,697	264,079	13,899	277,978
Travel	446	-	-	446	-	446
Other	1,630	77	58	1,765	6,176	7,941
Total	\$ 2,577,940	\$ 1,046,361	\$ 383,865	\$ 4,008,166	\$ 874,167	\$ 4,882,333

See accompanying notes to financial statements.

RECOVERY CENTERS OF ARKANSAS, INC.**Statements of Cash Flows****Year Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash Flows from Operating Activities		
Change in net assets	\$ 518,164	\$ 463,692
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	110,839	120,652
Bad debt expense	154,296	190,424
Loss on disposal of assets		8,720
(Increase) decrease in operating assets:		
Accounts receivable	(70,908)	91,105
Prepaid expenses	13,073	(6,816)
Increase (decrease) in operating liabilities:		
Accounts payable	21,734	(35,970)
Accrued salaries	6,011	47,762
Other liabilities	(17,617)	(13,530)
Net Cash Provided by Operating Activities	<u>\$ 735,592</u>	<u>\$ 866,039</u>
Cash Flows from Investing Activities		
Purchase of property and equipment	\$ (78,824)	\$ (84,607)
Purchase of investment securities	(110,000)	-
Net Cash Used by Investing Activities	<u>\$ (188,824)</u>	<u>\$ (84,607)</u>
Cash Flows from Financing Activities		
Repayments on notes payable	\$ -	\$ (670,913)
Net Cash Used by Financing Activities	<u>\$ -</u>	<u>\$ (670,913)</u>
Net Increase in Cash and Cash Equivalents	\$ 546,768	\$ 110,519
Cash and Cash Equivalents, Beginning of Year	<u>650,648</u>	<u>540,129</u>
Cash and Cash Equivalents, End of Year	<u>\$ 1,197,416</u>	<u>\$ 650,648</u>

See accompanying notes to financial statements.

RECOVERY CENTERS OF ARKANSAS, INC.
Notes to Financial Statements
June 30, 2018 and 2017

Restricted Revenue Reported as Unrestricted - Restricted contributions whose restrictions are met in the period received are reported as unrestricted income.

Cash and Cash Equivalents - For purposes of the statement of cash flows, the Organization considers petty cash, cash on deposit with financial institutions, and certificates of deposit with original maturities of 90 days or less to be cash equivalents.

Advertising - Advertising costs are expensed as incurred. Advertising expense was \$ 18,288 and \$ 25,351 for the year ended June 30, 2018 and 2017, respectively.

Income Taxes - The Organization is generally exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code except to the extent the Organization has unrelated business income. There was no provision for income taxes due on unrelated business income in the current year. The Organization held no uncertain tax positions at June 30, 2018 that would result in material unrecognized tax benefits or costs. The Organization's tax years after June 30, 2014 are open for examination by federal and state authorities.

Reclassifications - Certain current year balances have been reclassified to conform to the prior year presentation.

Subsequent Events - Management has evaluated subsequent events through January 4, 2019, the date the financial statements were available for issuance.

Note 2 - Retirement Plan

The Organization maintains an executive pension plan and trust for the benefit of the Executive Director. The plan provides for annual contributions of 15% of the eligible compensation paid to the Executive Director. In the event that the Organization is unable to make this contribution the amount is accrued as a liability and included on the Statement of Financial Position in Executive Retirement Payable. Currently the Organization has no amount due under this agreement. Total expense recorded under this plan during the year ended June 30, 2018 and 2017 was \$17,250 and \$16,670, respectively.

The Organization also maintains a 403(b) plan for the benefit of all other employees. The Organization will match 50% of employee contributions up to a maximum annual employer contribution of \$10,000 per employee. Total expense recorded under this plan was \$6,082 and \$6,435 during the year ended June 30, 2018 and 2017, respectively.

Note 3 - Supplemental Disclosures of Cash Flow Information

During the year ended June 30, 2018, the Organization paid no amounts for interest, and during the year ended June 30, 2017, the Organization paid \$19,007 for interest.

Note 4 - Concentrations of Credit Risk

Approximately 35% and 40% of revenue for the years ended June 30, 2018 and 2017, respectively, was received under contracts with the State of Arkansas Department of Human Services. Additionally, approximately 10% and 26% of the receivable balances at June 30, 2018 and 2017, respectively, represents amounts due under these contracts.

The Organization maintains cash balances in local financial institutions. The balances at each institution are insured by the Federal Deposit Insurance Corporation up to \$ 250,000. At June 30, 2018, the Organization's uninsured cash balances totaled approximately \$ 989,500.

RECOVERY CENTERS OF ARKANSAS, INC.

Additional Information

June 30, 2018

RECOVERY CENTERS OF ARKANSAS, INC.
Schedule of Excess (Deficiency) of Revenue and Support Over Expenses by Program (Continued)
Year Ended June 30, 2018

	Residential	Outpatient	Chemical Free Living	Total Program Services	Supporting Services	Total
Total Unrestricted Support and Revenue	\$ 3,612,489	\$ 1,045,329	\$ 733,272	\$ 5,391,090	\$ 9,407	\$ 5,400,497
Expenses						
Salaries	\$ 1,270,705	\$ 360,162	\$ 89,433	\$ 1,720,300	\$ 595,699	\$ 2,315,999
Payroll taxes	94,143	32,150	6,277	132,570	51,970	184,540
Fringe benefits	98,723	32,908	21,939	153,570	65,816	219,386
Subcontractor expense	503,438	448,398	-	951,836	-	951,836
Professional fees	45,842	45,842	13,098	104,782	26,196	130,978
Staff training	4,024	133	676	4,833	2,180	7,013
Program and general expenses	21,892	21,892	21,892	65,676	43,785	109,461
Marketing	17,673	-	179	17,852	436	18,288
Utilities	99,369	1,457	62,781	163,607	5,090	168,697
Telephone	2,697	2,158	2,158	7,013	3,775	10,788
Repairs and maintenance	72,160	3,333	16,286	91,779	4,089	95,868
Transportation	4,863	2,066	4,117	11,046	818	11,864
Insurance	26,529	26,529	26,529	79,587	26,528	106,115
Bad debts	52,631	52,630	49,035	154,296	-	154,296
Depreciation	38,793	16,626	27,710	83,129	27,710	110,839
Food service	222,382	-	41,697	264,079	13,899	277,978
Travel	446	-	-	446	-	446
Other	1,630	77	58	1,765	6,176	7,941
Total Expenses	\$ 2,577,940	\$ 1,046,361	\$ 383,865	\$ 4,008,166	\$ 874,167	\$ 4,882,333
Excess (Deficiency) of Revenue and Support over Expenses	\$ 1,034,549	\$ (1,032)	\$ 349,407	\$ 1,382,924	\$ (864,760)	\$ 518,164

RECOVERY CENTERS OF ARKANSAS, INC.
Schedule of Expenditures of Federal Awards
June 30, 2018

<u>Department/Division</u> <u>Program</u>	<u>Federal</u> <u>CFDA</u> <u>Number</u>	<u>Passed</u> <u>Through to</u> <u>Subrecipients</u>	<u>Expenditures</u>
Passed through Arkansas Department of Human Service			
Division of Adult and Aging Behavioral Health Services			
(Contract #4600036874)			
<u>U.S. Department of Health and Human Services</u>			
Substance Abuse and Mental Health Services Administration			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	\$ 740,103	\$ 1,305,258
 Passed through Arkansas Department of Human Service			
Division of Children and Family Services			
(Contract #4600033598)			
<u>U.S. Department of Health and Human Services</u>			
Substance Abuse and Mental Health Services Administration			
Block Grants for Prevention and Treatment of Substance Abuse	93.959	<u> </u>	<u>178,519</u>
 Total Federal Assistance		 <u>\$ 740,103</u>	 <u>\$ 1,483,777</u>

RECOVERY CENTERS OF ARKANSAS, INC.
Schedule of State Assistance
June 30, 2018

<u>Department/Division</u> <u>Program</u>	<u>Contract</u> <u>Number</u>	<u>State</u> <u>Revenue</u>	<u>State</u> <u>Expenditures</u>
Arkansas Department of Human Services			
<u>Division of Adult and Aging Behavioral Health Services</u>			
Court Costs	4600036874	\$ 190,214	\$ 190,214
RADD	4600036874	<u>233,897</u>	<u>233,897</u>
Total State Assistance		<u>\$ 424,111</u>	<u>\$ 424,111</u>

To the Board of Directors:
Recovery Centers of Arkansas, Inc.
North Little Rock, Arkansas
Page Two

Organization's Response to Findings

The Organization's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Hawland & Noms

January 4, 2019

Qualified Opinion on Block Grants for the Prevention and Treatment of Substance Abuse

In our opinion, except for the noncompliance described in the "Basis for Qualified Opinion" paragraph, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on Block Grants for the Prevention and Treatment of Substance Abuse for the year ended June 30, 2018.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on a major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2018-001 to be material weaknesses.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Howland & Nomes

January 4, 2019

RECOVERY CENTERS OF ARKANSAS, INC.
Schedule of Findings and Questioned Costs
Year Ended June 30, 2018

• **2018-001 (Continued)**

- **Recommendation:** Management should update control procedures to ensure adequate clinical documentation is maintained for all services provided. Management informed us they had implemented updated internal control procedures in September 2018. We reviewed the updated control procedures for the October 2018 billing. Additionally, to test whether the controls were properly implemented and operating effectively, we selected a sample of 15 billed residential client services for a total sample of \$6,586, out of a total of 30 billed residential client services totaling \$30,784. During the testing, we noted that all billings were supported by proper clinical documentation in the Organization's electronic medical records system.
- **Views of Responsible Officials and Planned Corrective Actions:** Management has updated controls to ensure that appropriate documentation is maintained in the future.

RECOVERY CENTERS OF ARKANSAS, INC.
Summary Schedule of Prior Audit Findings (Unaudited)
Year Ended June 30, 2018

- **Finding 2017-001: Division of Behavioral Health Services**
 - **Condition:** This finding was a failure to collect certain information that was required by the DBHS contract
 - **Recommendation:** The auditor recommended closer monitoring of the intake function to ensure that all necessary information was collected.
 - **Current Status:** The recommendations were implemented in October 2017. No similar material findings were noted in the 2018 audit.
- **Finding 2017-002: Division of Children and Family Services**
 - **Condition:** This finding was for failing to submit assessment reports in the appropriate timeframe.
 - **Recommendation:** The auditor recommended that documentation be maintained to demonstrate compliance with the requirement.
 - **Current Status:** The recommendations were implemented in October 2017. No similar material findings were noted in the 2018 audit.
- **Finding 2017-003: Division of Children and Family Services**
 - **Condition:** This finding was for failing to document that clients were in the facility at midnight when billing for residential services.
 - **Recommendation:** The auditor recommended that documentation be maintained to demonstrate compliance with the requirement.
 - **Current Status:** The recommendations were implemented in September 2016. No similar material findings were noted in the 2018 audit.
- **Finding 2017-004: Division of Children and Family Services**
 - **Condition:** This finding was for failing to determine if individuals served under the DCFS contract had insurance which could be billed for services provided.
 - **Recommendation:** The auditor recommended that insurance information be requested from DCFS clients.
 - **Current Status:** The recommendation was implemented in September 2017. No similar material findings were noted in the 2018 audit.
- **Finding 2017-005: Internal Control Over Financial Reporting**
 - **Condition:** This finding was an internal control finding related to failure to maintain proper internal controls over accounts receivable.
 - **Recommendation:** The auditor recommended closer monitoring of amounts due from insurance companies.
 - **Current Status:** A new process for tracking insurance receivables was implemented in July 2017. No similar material findings were noted in the 2018 audit.



License Number: 33751

This Is to Certify That

Recovery Centers of Arkansas

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

N/A capacity _____ Alcohol and Other Drug Abuse Treatment Programs _____

on the premises located at _____ 6301 Father Tribou _____,

Little Rock, AR 72205, County of _____ Pulaski _____, Arkansas.

License Effective: 07/01/2018 | License Expires: 07/01/2021





Certificate Number: 33040

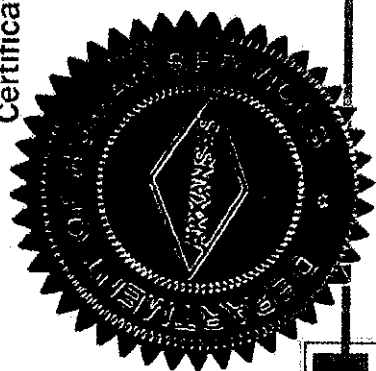
This Is to Certify That

Recovery Centers of AR (Father Tribou)

6301 Father Tribou Little Rock, AR 72205

has met provider requirements to operate a(n)/as _____ Behavioral Health Agency.

Certificate effective from 07/01/2019 to 02/28/2023 (unless sooner revoked).





License Number: 33751

This Is to Certify That

RECOVERY CENTERS OF ARKANSAS

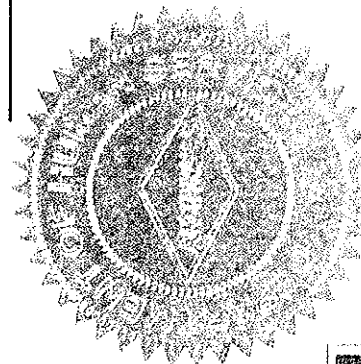
is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a

N/A capacity _____ ALCOHOL AND OTHER DRUG ABUSE TREATMENT PROGRAMS _____

on the premises located at _____ 9219 SIBLEY HOLE ROAD _____,

LITTLE ROCK _____, County of _____ PULASKI _____, Arkansas.

License Effective: 10/14/2020 | License Expires: 10/13/2023





Certificate Number: 33040

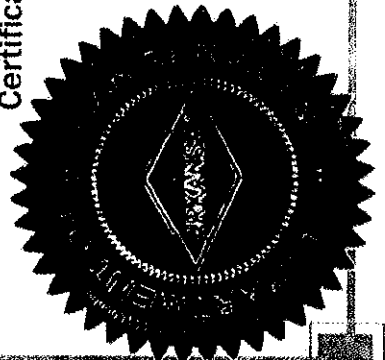
This Is to Certify That

RECOVERY CENTERS OF ARKANSAS INC

9219 SIBLEY HOLE ROAD LITTLE ROCK AR 72209

has met provider requirements to operate a(n)/as _____ Behavioral Health Agency.

Certificate effective from 02/02/2021 to 03/01/2023 (unless sooner revoked).





License Number: 33750

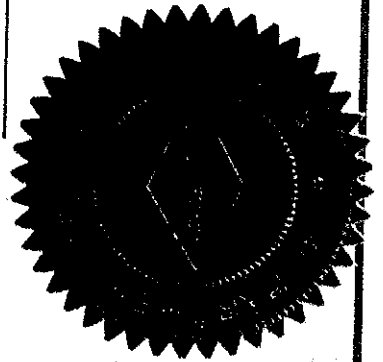
This Is to Certify That

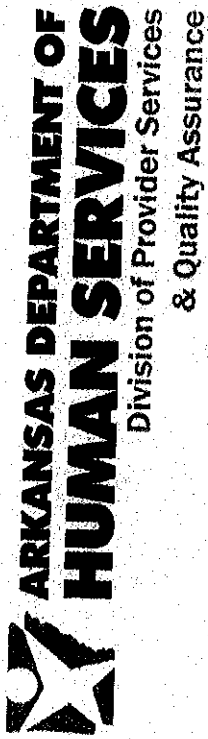
Recovery Centers of Arkansas

is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a
N/A capacity Alcohol and Other Drug Abuse Treatment Programs

on the premises located at 14913 Cooper Orbit Rd
Little Rock, AR 72223, County of Pulaski, Arkansas.

License Effective: 07/18/2018 | License Expires: 07/18/2021





Certificate Number: 32513

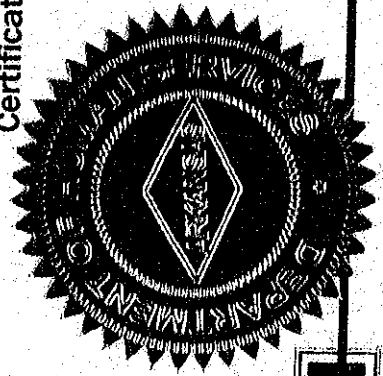
This Is to Certify That

Recovery Centers of AR (Copper Orbit Rd)

14913 Cooper Orbit Road Little Rock, AR 72223

has met provider requirements to operate a(n)/as _____ Behavioral Health Agency.

Certificate effective from 07/01/2019 to 02/28/2023 (unless sooner revoked).



CARF INTERNATIONAL

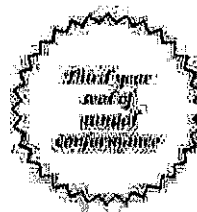
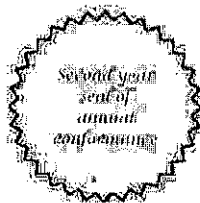
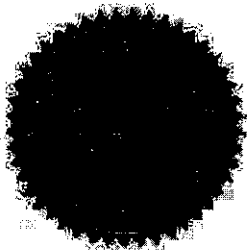
A Three-Year Accreditation is issued to
Recovery Centers of Arkansas, Inc.

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

Community Counseling: Alcohol and Other Drugs/Addictions (Adults)
Day Treatment: Alcohol and Other Drugs/Addictions (Adults)
Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)
Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)
Governance Standards Applied

This accreditation is valid through
August 31, 2022

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



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

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

RECOVERY CENTERS OF ARKANSAS

SUBCONTRACTORS

August 4, 2021

Program:	Address:	Service Providers:	Capacity: Inpatient/Outpatient
ARCares	2002 S. Fillmore St. Little Rock, AR 72204 Phone: 501-906-4924	Kate Hardage, LCSW Mercedes Crayton, LAC Brandon Wolfe, LCSW Elizabeth Grobmyer, PRSS	10 Inpatient, Female Only 30 Outpatient
Better Community Development, BCD Hoover	3604 W. 12th St. Little Rock, AR 72204 Office: 501-663-4774	Larry Smith, ADC Ken Arnold, ADC Jennifer Boyer, ADC Bobby Cannon, CIT LaQueen Cox, CIT Victor Warren, CIT Candace Milner, CIT Carol Hughes, LCSW Dwight Merritt, LCSW Arlene Williams, CHW Demetrius Kelly, CHW Carmella Taylor, Intake Pat Williams, Compliance Officer Karen Robinson, Billing Specialist Pastor Deborah Bell, Licensed Pastor Rev. William Robinson, Elder	24 Inpatient: 12 Male and 12 Female 50 Outpatient
Counseling Clinic	110 Pearson St. Benton, AR 72015 Phone: 501-326-6751	Stephen Peairson, LCSW Matthew Howell, LCSW Mariah Brown, LAC	12 adults Outpatient Substance Abuse Group.
Family Service Agency	628 W. Broadway, Suite 300, North Little Rock, AR 72114 Phone: 501-372-4242	Victor Werner, LPC J. Andrew McCullough, LPC Jeff Long, CADC Marvin Eady, LPC	40 Outpatient
Quality Living Center	3925 Asher Ave. Little Rock, AR, 72204 501-663-3460	Dino Davis, CADC Nikita Young, CADC, CCS Danny Moore, CIT Elizabeth Keenzel, CIT	25 Inpatient, 33 Outpatient

Carole Baxter

From: Kate Hardage <KHardage@methodistfamily.org>
Sent: Wednesday, August 11, 2021 10:36 AM
To: Carole Baxter
Cc: Joyce Greb; Andy Altom
Subject: RE: RFP

Importance: High

Carole,

Joint Commission is due for there on-site Audit anytime from 6/30/21-present. They have not contacted us as they will contact 10 days prior to coming for there Site audit. My corporate compliance officer is looking into this and looking online today to see if she can find the official notification. Gary Campbell emailed yesterday about this as well. I will send the official notification as soon as I receive it from Joyce.

Kate Hardage, LCSW
Methodist Children's Home Outpatient Administrator
Day Treatment Little Rock and Arkansas CARES
Methodist Family Health
5821 West Charles Bussey Ave
Little Rock, AR 72204

Phone: 501.906.4247
Cell: 479.640.5734
Fax Office: 501.664.3702
Fax Direct: 501.906.4247

From: Carole Baxter <CBaxter@rcofa.org>
Sent: Wednesday, August 11, 2021 10:32 AM
To: Kate Hardage <KHardage@methodistfamily.org>
Subject: [External Sender] RFP

Hi Kate,

I am working on putting the RFP together and noticed that your Joint Commission Accreditation expired in June of this year. Do you have documentation as to why this occurred that you could send me? I am assuming it was due to the pandemic and the Commission was not completing physical site visits?

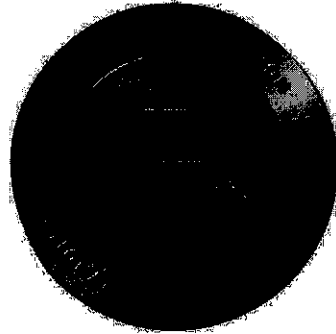
Thanks,
Francine Blankenship

Methodist Family Health - HIPAA Privacy and Security Disclaimer: This email may contain information that is confidential and is intended only for the individual or entity above. If you are not the intended recipient or the employee/agency responsible for delivering messages to the intended recipient, any use of this information or dissemination, distribution or copying of this communication is strictly prohibited. If you have received this email in error, please notify us immediately by calling (501) 661-0720 or replying to this message. E-mail transmission cannot be guaranteed to be secured or error-free as information could be intercepted, corrupted, lost, destroyed, received late or incomplete, or could contain viruses. The sender therefore does not accept liability for any error or omission in the contents of this message, which arises as a result of e-mail transmission. If verification is required, please request a hard-copy version from the sender.

United Methodist Children's Home, Inc..

Little Rock, AR

has been Accredited by



The Joint Commission

Which has surveyed this organization and found it to meet the requirements for the
Behavioral Health Care Accreditation Program

June 30, 2018

Accreditation is customarily valid for up to 36 months.


Craig W. Jones, MD, FACHE
Chair, Board of Commissioners

ID #147240
Print/Reprint Date: 10/01/2018


Mark R. Chassin, MD, FACP, MPP, MPH
President

The Joint Commission is an independent, not-for-profit national body that oversees the safety and quality of health care and other services provided in accredited organizations. Information about accredited organizations may be provided directly to The Joint Commission at 1-800-994-6610. Information regarding accreditation and the accreditation performance of individual organizations can be obtained through The Joint Commission's web site at www.jointcommission.org.





Division of Provider Services
& Quality Assurance

License Number: 33776

This is to Certify That:

United Methodist Children's Home / AR CARES

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

N/A capacity _____ for Child and Adolescent Abuse Treatment Programs

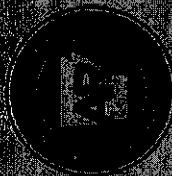
on the premises located at _____ 2000 South Main Street

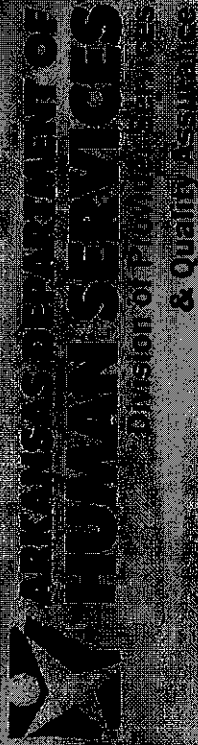
Little Rock

Pulaski

Arkansas

License Effective Date: 07/01/2015 | License Expires: 07/01/2022





Certificate Number: 32343

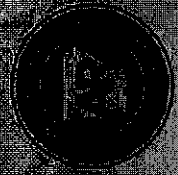
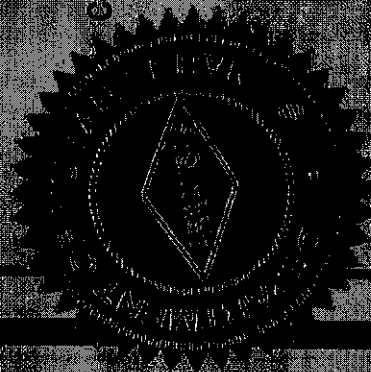
This Is to Certify That

United Methodist Children's Home / AR CARES

2002 S. Filmore St. Little Rock AR 72204

has met provider requirements to operate a(n) Behavioral Health Agency

Certificate effective from 07/01/2019 to 12/30/2021 (unless sooner revoked)





Division of Provider Services
& Quality Assurance

Certificate Number: 35777

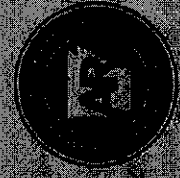
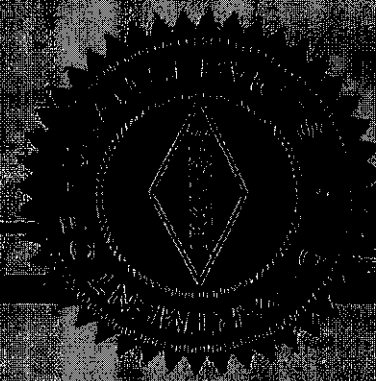
This Is to Certify That

UNITED METHODIST CHILDREN'S HOME ASSOCIATION
2002 SOUTH FILLMORE STREET, LITTLE ROCK, AR 72204

has met provider requirements to operate a(n) Emergency Community Shelter

Certificate effective from 3/31/2020 to

(unless sooner revoked)





Division of Provider Services
& Quality Assurance

Certificate Number 33778

This is to Certify That

UNITED METHODIST CHILDREN'S HOME AND SERVICES

2002 SOUTH HILL MORE STREET LITTLE ROCK, AR 72204

has met provider requirements and qualifications for Child Abuse Neglects, Level II

Certificate effective from 6/7/01/2020 to N/A (unless sooner revoked)



February 11, 2019

Deborah Bell
BCD/Hoover Treatment Center
3604 West 12th Street
Little Rock, AR 72204

Dear Ms. Bell:

It is my pleasure to inform you that BCD/Hoover Treatment Center has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Outpatient Treatment: Integrated: AOD/MH (Adults)
Residential Treatment: Integrated: AOD/MH (Adults)

This accreditation will extend through February 28, 2022. This achievement is an indication of your organization's dedication and commitment to improving the quality of the lives of the persons served. Services, personnel, and documentation clearly indicate an established pattern of conformance to standards.

The accreditation report is intended to support a continuation of the quality improvement of your organization's program(s)/service(s). It contains comments on your organization's strengths as well as any consultation and recommendations. A Quality Improvement Plan (QIP) demonstrating your organization's efforts to implement the survey recommendation(s) must be submitted within the next 90 days to retain accreditation. The QIP form is posted on Customer Connect (customerconnect.carf.org), CARF's secure, dedicated website for accredited organizations and organizations seeking accreditation. Please log on to Customer Connect and follow the guidelines contained in the QIP form.

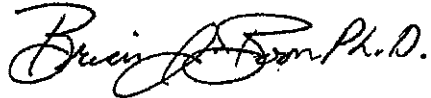
Your organization should take pride in achieving this high level of accreditation. CARF will recognize this accomplishment in its listing of organizations with accreditation and encourages your organization to make its accreditation known throughout the community. Communication of the accreditation to your referral and funding sources, the media, and local and federal government officials can promote and distinguish your organization. Enclosed are some materials that will help you publicize this achievement.

Your organization's complimentary accreditation certificate will be sent separately. You may use the enclosed form to order additional certificates.

If you have any questions regarding your organization's accreditation or the QIP, you are encouraged to seek support from Jessica Montijo Soto by email at jmontijosoto@carf.org or telephone at (888) 281-6531, extension 7075.

CARF encourages your organization to continue fully and productively using the CARF standards as part of its ongoing commitment to accreditation. CARF commends your organization's commitment and consistent efforts to improve the quality of its program(s)/service(s) and looks forward to working with your organization in its ongoing pursuit of excellence.

Sincerely,

A handwritten signature in black ink, reading "Brian J. Boon Ph.D." in a cursive script.

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

Enclosures



Certificate Number: 33338

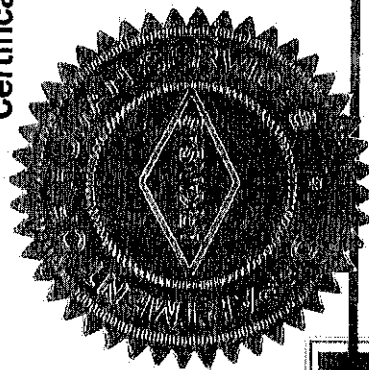
This Is to Certify That

Better Community Development

3604 West 12th Street, Little Rock, AR 72204

has met provider requirements to operate a(n)/as _____ Behavioral Health Agency.

Certificate effective from 07/01/2019 to 08/27/2022 (unless sooner revoked).





License Number: 34017

This Is to Certify That

Better Community Development

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

N/A capacity

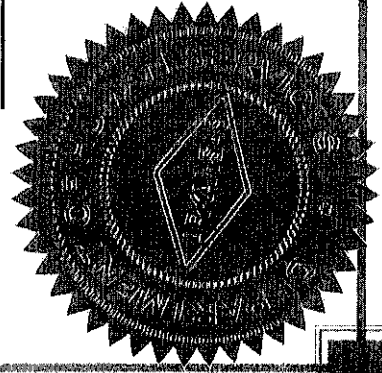
Alcohol and Other Drug Abuse Treatment Programs

on the premises located at 3604 West 12th Street,

Little Rock

, County of Pulaski, Arkansas.

License Effective: 07/01/2019 | License Expires: 07/01/2022





Certificate Number: 32141

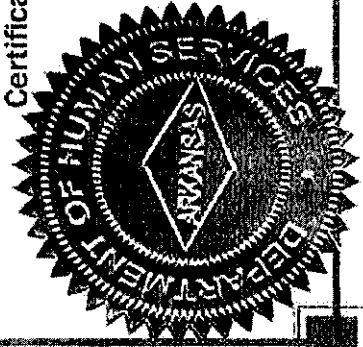
This Is to Certify That

Counseling Clinic Inc- Benton

110 Pearson Benton, AR 72015

has met provider requirements to operate a(n)/as _____ Behavioral Health Agency.

Certificate effective from 07/01/2019 to 11/30/2022 (unless sooner revoked).





**Arkansas Department of Human Services
Division of Aging, Adult &
Behavioral Health Services**



Presents this certification for

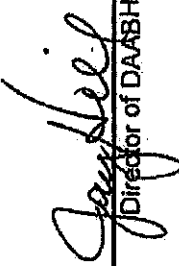
Counseling Clinic, Inc.

is designated as a

Community Mental Health Center for Arkansas

This Certification is validated by contractual agreement with the Division of Aging, Adult and Behavioral Health Services and extends from July 1, 2020 through June 30, 2027 if the contract remains in effect.

The mission of the Division of Behavioral Health Services is to care for and improve the health of Arkansans through an integrated system of prevention and treatment for mental health and substance abuse.



Director of DAABHS



Deputy Director of DAABHS

carf INTERNATIONAL

A Three-Year Accreditation is issued to

Counseling Clinic, Inc.

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

Community Housing: Mental Health (Adults)

Community Integration: Mental Health (Adults)

Community Integration: Psychosocial Rehabilitation (Adults)

Crisis Intervention: Mental Health (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Children and Adolescents)

Outpatient Treatment: Mental Health (Adults)

Outpatient Treatment: Mental Health (Children and Adolescents)

This accreditation is valid through

May 31, 2022

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



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

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



License Number: 34131

This Is to Certify That

Quality Living Center

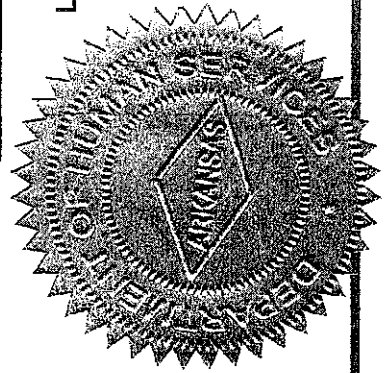
is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a

N/A capacity _____ Alcohol and Other Drug Abuse Treatment Programs _____

on the premises located at _____, 3925 Asher Ave. _____,

Little Rock, AR 72204 _____, County of _____, Pulaski _____, Arkansas.

License Effective: 05/01/2019 | License Expires: 05/01/2022



carf INTERNATIONAL

A Three-Year Accreditation is issued to

Quality Living Center

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

Intensive Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Adults)

Residential Treatment: Alcohol and Other Drugs/Addictions (Adults)

*This accreditation is valid through
September 30, 2022*

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



This accreditation certificate is granted by authority of:

Richard Forkosh

Richard Forkosh
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.

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

A Three-Year Accreditation is issued to

Family Service Agency

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

Outpatient Treatment: Alcohol and Other Drugs/Addictions (Children and Adolescents)
Outpatient Treatment: Integrated AOD/MH (Adults)

This accreditation is valid through
January 31, 2022

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



ARKANSAS DEPARTMENT OF
HUMAN SERVICES
Division of Provider Services
& Quality Assurance

Certificate Number 33381

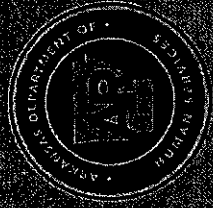
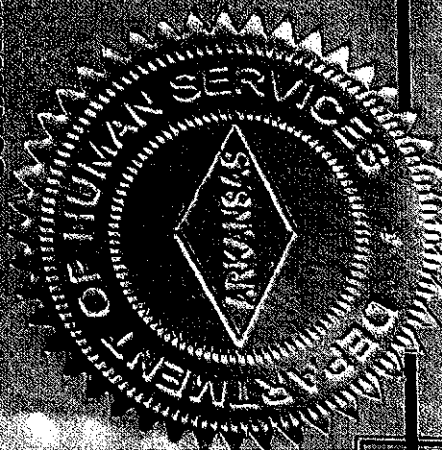
This is to Certify That

Family Services Agency

628 W. Broadway, Suite 300 North Little Rock, AR 72114

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

Certificate effective from 01/31/2019 to 01/31/2022 (unless sooner re-





Division of Provider Services
& Quality Assurance

License Number: 34091

This Is to Certify That

Family Service Agency, Inc.

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

N/A capacity

Alcohol and Other Drug Abuse Treatment Programs

on the premises located at

628 Broadway, Suite 202

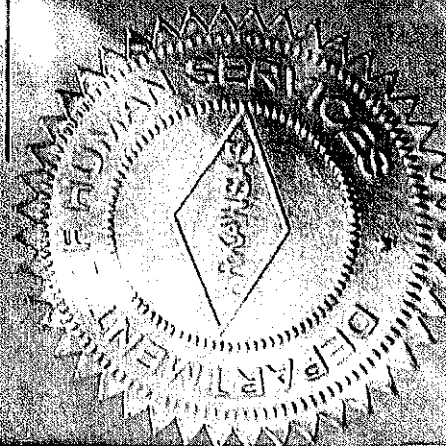
North Little Rock, AR 72414

County of

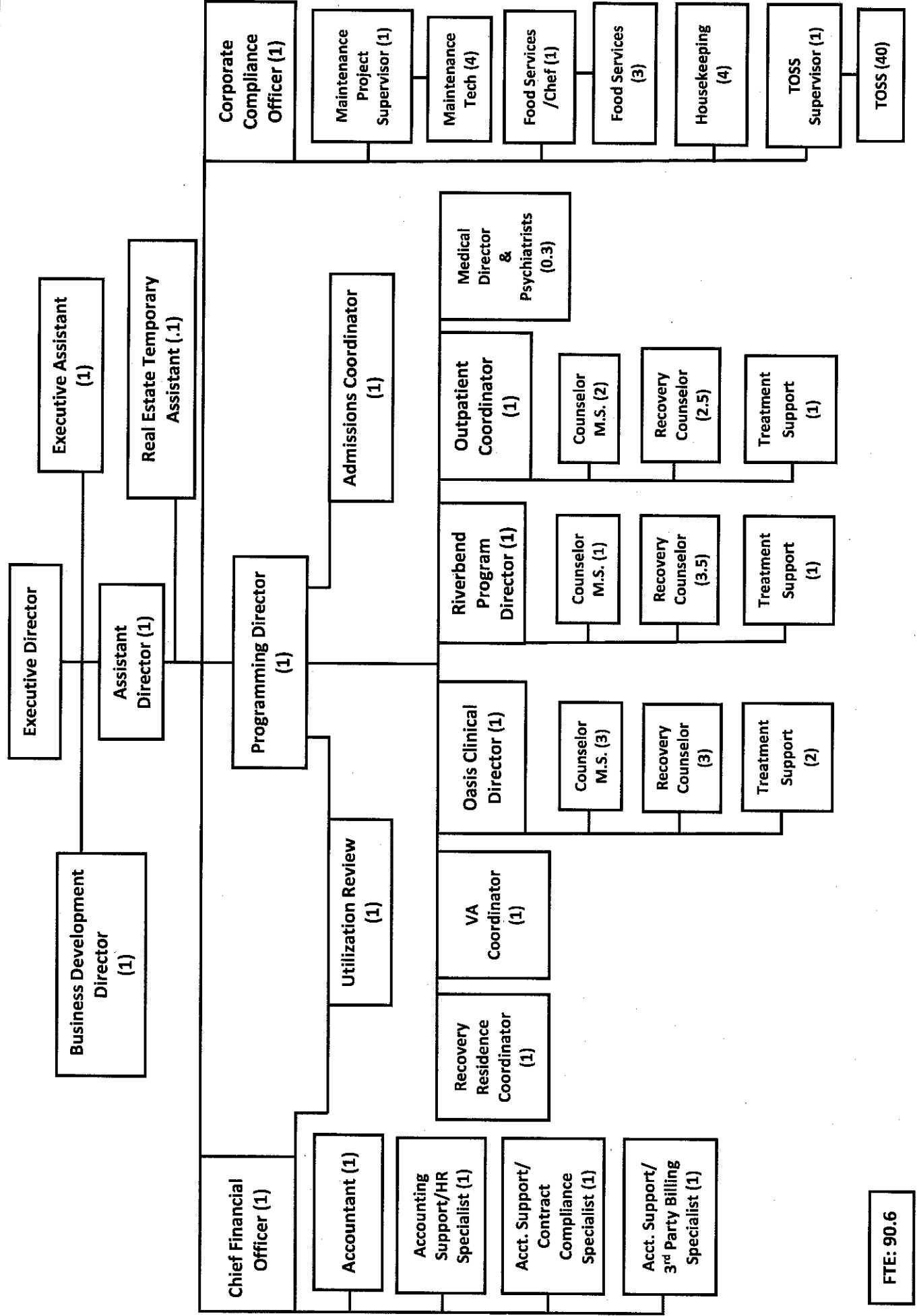
Pulaski

Arkansas

License Effective: 01/02/2019 License Expires: 01/02/2022



Recovery Centers of Arkansas Transitional Organizational Chart FYE 2021 - 2022



FTE: 90.6

Key Employees for Contract 710-21-0018

Carole Baxter	Executive Director
Chris Robinson	CFO
David Bradshaw	Clinical Director
Francine Blankenship	Chief Operating and Compliance Officer
Tammie Jones	MSW, AADC, Women's Residential and Outpatient Director Sibley Hole
Gary Campbell	AADC, LADAC, Men's Residential and Outpatient Director Williamsburg
Andrew Beavers	LPC, AADC, LADAC
Yolanda Duhart	MS
Adam Reynolds	CIT, PRSS, Recovery Housing Manager
Dale Gray	CIT
Rachel Crites	BS, CIT
English Peterson	MS, CIT
Henry Heidelberg	LMFT

Number of FTE employees that are engaged in similar contracts

Recovery Centers of Arkansas currently has a total of 90.6 full-time equivalent employees of which 13 are crucial to the contract.

RESUME

Carole Smith Baxter
406 Goshen Avenue
North Little Rock, AR 72116

EDUCATION

University of Central Arkansas
Master of Science Degree, 1977
Program: Counseling Psychology

Post graduate work: Thirty-three hours completed toward a Master of Business Administration degree, University of Central Arkansas

University of Central Arkansas
Bachelor of Science Degree, 1974
Major: Psychology Minor: Business Management

PROFESSIONAL EXPERIENCE

Recovery Centers of Arkansas – Little Rock, Arkansas
1997 to present
Position: Executive Director

Professional Counseling Associates – Little Rock, Arkansas
1984-1997
Position: Director, Division of Adult Services, 1991-1997
Position: Director, Chronically Mentally Ill Program, 1990-1991
Position: Area Supervisor for Grand Prairie Clinics, 1984-1990

Arkansas Mental Health Services – Little Rock, Arkansas
1982-1984
Position: Psychological Examiner/Fullerton Adolescent Center

Human Services Center of West Central Arkansas
1977-1982
Position: Director of Public Information and Education, 1980-1982
Position: Psychological Examiner, Adult Services, 1979-1980
Position: Psychological Examiner, Alcohol & Drug Services, 1977-1979

Southeast Arkansas Mental Health Center – Pine Bluff, Arkansas
1974-1975
Position: Psychiatric Social Worker

LICENSURE

Psychological Examiner – Licensed in 1977, #77-50E
National Disaster Medical System – VOAD
Advanced Certified Alcohol & Drug Counselor - #A-062

trauma response team available both to the community and business section (providing such services as debriefings following a bank robbery), a geriatric service for persons residing in long-term care facilities and a program geared to persons in public housing. I have been involved in the development of procedures to enable our organization to be responsive to managed care and now supervise that area of our organization.

Position: Director, Chronically Mentally Ill Program, 1990 – 1991

This subdivision of Professional Counseling Associates focused on treatment for those with a diagnosis of chronic mental illness. Components included case management services and a rehabilitative day program. Responsibilities included the supervision of approximately 40 staff and administering an annual budget of one million dollars. While in this position a program was developed and implemented for services specifically for children of the chronically mentally ill.

Position: Area Supervisor for Grand Prairie Clinics, 1984 – 1990

In this position for Professional Counseling Associates my responsibilities included the supervision of four rural out-patient offices staffed with approximately 12 people and having an annual budget of approximately \$200,000. During this time, I developed a strong relationship with the local school districts, providing regular group therapy for pupils with behavioral problems. I began to serve and continued to serve through various job changes as chair of the committee responsible for clinical quality control throughout the organization. Additionally, I was responsible for organizing a specialized team prepared to respond to victims of disasters. This resulted from my work with the American Red Cross and the Arkansas Office of Emergency Services.

Arkansas Mental Health Services – Little Rock, AR 1982 – 1984

Position: Psychological Examiner/Fullerton Adolescent Center

This is an adolescent day-treatment program designed to meet the mental health needs of emotionally disturbed teenagers requiring more than out-patient management but less than psychiatric hospitalization. My responsibilities consisted of providing psychological evaluations, clinical psychotherapy services and case management for this population. In addition, I was responsible for providing consultation to community agencies and conducting workshops and seminars on adolescent issues.

I additionally served as Adolescent Services representative to the Public Information committee of the Greater Little Rock Community Mental Health Center/Arkansas State Hospital (Arkansas Mental Health Services). As a part of this committee, I was involved in the planning and developing of a public service announcement. I proposed and developed an educational series of seminars on mental health implemented by the Mental Health Center.

Human Services Center of West Central Arkansas, Conway, AR 1977 – 1982

Position: Director of Public Information and Education, 1980 – 1982

This public information and education program serviced the entire six-county area of the community mental health center. My responsibilities included developing efficient policies and procedures for implementing the consultation and education programs,

Carole S. Baxter

406 Goshen Avenue
North Little Rock, AR 72116
Home: (501) 758-6336
Work: (501) 221-1843

Biographical Data:

Born in Clarksville, Arkansas, February 21, 1952
Married with no children

Education:

University of Central Arkansas
Master of Science Degree 1977

Program: Counseling Psychology

Activities: Graduate Assistant in the Political Science Department where responsibilities included acting as executive director of the Arkansas Model United Nations; served as graduate representative to the Student Senate and the University's Graduate Council.

Thirty-three (33) hours completed towards a Master of Business Administration degree, University of Central Arkansas

University of Central Arkansas

Bachelor of Science Degree - 1974

Major: Psychology
Minor: Business Management

Honors: Who's Who Among Students in American Colleges and Universities, 1974

Activities: Secretary of 1974 UCA Student Senate, Junior Class Representative to the Student Senate, Psychology Club, Management Club, Royal Rooters; served as director of the 1974 Miss UCA Pageant; student representative to the following University committees: Public Appearance, Undergraduate Council, Discipline, Housing and Bicentennial

strong relationship with the local school districts, providing regular group therapy for pupils with behavioral problems. I began to serve and continue to serve through various job changes as chair of the committee responsible for clinical quality control throughout the organization. Additionally, I was responsible for organizing a specialized team prepared to respond to victims of disasters. This resulted from my work with the American Red Cross and the Arkansas Office of Emergency Services.

Arkansas Mental Health Services - 4313 West Markham, Little Rock, AR
1982-1984

Position: Psychological Examiner / Fullerton Adolescent Center

This is an adolescent day-treatment program designed to meet the mental health needs of emotionally disturbed teenagers requiring more than out-patient management but less than psychiatric hospitalization. My responsibilities consisted of providing psychological evaluations, clinical psychotherapy services and case management for this population. In addition, I was responsible for providing consultation to community agencies and conducting workshops, seminars or programs on adolescent issues.

I additionally served as Adolescent Services representative for the Public Information committee of the Greater Little Rock Community Mental Health Center/Arkansas State Hospital (Arkansas Mental Health Services). As a part of this committee, I was involved in the planning and developing of a public service announcements. I proposed and developed an educational series of seminars on mental health implemented by the Mental Health Center.

Human Services Center of West Central Arkansas, Inc. - Conway, AR
1977-1982

Position: Director of Public Information and Education
1980-1982

This public information and education program serviced the entire six-county area of the community mental health center. My responsibilities included developing efficient policies and procedures for implementing the consultation and education programs, budgeting for departmental activities and preparing

Other Professional Experience

Have developed and presented the following workshops as indicated:

- "Responding to Youth Trauma" - Arkansas Guidance Counselors Association
- Training the staff of Governor Bill Clinton in preparation for a disaster response
- "Community Mental Health: It's Response to Emergencies" - Arkansas Annual Institute for Mental Health
- "Quality Control" - Arkansas Annual Institute for Mental Health
- "Stress Management" - Little Rock Junior Service League
- "Effective Parenting" - Trinity Episcopal Church
- "Patterns of Rape and Approaches to Care" - Arkansas Psychological Association
- "Assertiveness Training" - Little Rock Business and Professional Women's Association
- "Interviewing Skills" - Videotaped program to be used as training for new employees at the Alexander Diagnostic Center
- "Behavior Modification in Office Practice" - University of Arkansas Medical Center, Medical Records Department

Licensure

Psychological Examiner - Licensed in 1977, by the state of Arkansas
#77-50E
National Disaster Medical System - VOAD

JOB TITLE: Executive Director

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the RCA Board of Directors; responsible for the effective, efficient and ethical leadership of the organization in accordance with board-enacted policies, directives and mission.

DUTIES AND RESPONSIBILITIES

ESSENTIAL FUNCTIONS:

ADMINISTRATION

- Assume administrative responsibility for public accountability of RCA to include reporting
- Maintain RCA physical facilities
- Direct supervision of staff as outlined on the board approved Organizational Chart
- Responsible for control and direction of personnel actions to ensure consistency across supervisory lines
- Responsible for public relation activities, client relations and interagency relations
- Maintain appropriate relations with public funding sources (federal, state and local governments), other professional and social service groups, other agencies in similar fields of service
- Maintain appropriate relations with the agency's board and board committees

POLICY

- Ensure implementation of and compliance with the policies as adopted by the Board of Directors
- Recommend and/or assist the Board in the formulation of policies for effective and economical operation of the organization
- Oversight of licensure and accreditation requirements
- Ensure compliance with legal obligations

FINANCE

- Direct all financial operations of the organization
- Oversight, administration and monitoring of grants and contracts
- Preparation of the organization budgets related to physical, financial and human resources and responsible to control these resources consistent with the Board's approval

PROGRAMMING

- Plan, organize, administer and oversee programs providing services in accordance with RCA's stated Mission and in such a manner that optimum results are achieved relative to the resources of the organization
- Evaluate services provided by RCA relative to goals/standards and recommend modifications as appropriate
- Facilitate, with the Board of Directors, long and short-range plans for the development of programs and services
- Recommend and/or provide input on proposed new programs
- Interpret substance abuse treatment and programming trends through involvement in the professional field as a whole

NON-ESSENTIAL FUNCTIONS:

- Performs additional job duties as instructed by the Board of Directors
- Chief administrative responsibility for fund-raising activities as directed by the Board

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Five years of administrative and managerial experience in social service or related field.
- Degree in Social Service or related field and/or Degree in Business Administration
- Knowledge of Substance Use Disorder Diagnoses and evidence-based treatment methods and practices
- Knowledge of national accreditation standards for behavioral health care programs
- Knowledge of generally accepted accounting principles
- Knowledge of effective communication and public speaking strategies
- Knowledge of effective public relations and marketing strategies
- Ability to work effectively with volunteer boards and committees;
- Ability to plan and implement activities appropriate to further organizational goals and Mission;
- Ability to delegate effectively

RECOVERY CENTERS OF ARKANSAS
JOB DESCRIPTION

JOB TITLE: Executive Director

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the RCA Board of Directors; responsible for the effective, efficient and ethical leadership of the organization in accordance with the board-enacted policies, directives and mission.

DUTIES AND RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Ensure implementation of and compliance with the policies as adopted by the Board of Directors
- Recommend policies to the Board and/or assist the Board in the formulation of policies for the effective and economical operation of the agency
- Oversight of licensure and accreditation requirements
- Ensure that legal obligations are met
- Direct all financial operations of the agency
- Oversight of grant and contracts
- Plan, organize, administer and oversee programs providing services in accordance with RCA's stated Mission and in such a manner that optimum results are achieved relative to the resources of the agency
- Assume administrative responsibility for public accountability of RCA to include required reporting
- Maintain RCA physical facilities
- Facilitate with the Board of Directors, long and short-range plans for the development of programs and services
- Recommend and/or provide input on proposed new programs
- Interpret trends in the area of substance abuse treatment and programming by maintaining involvement in the professional field as a whole
- Evaluate services provided by RCA relative to goals/standards and recommend modifications as appropriate
- Preparation of the agency budgets related to physical, financial and human resources and responsible to control these resources consistent with the Board's approval
- Direct supervision of staff as outlined on the board approved Organizational Chart
- Responsible for control and direction of personnel actions to ensure consistency across supervisory lines
- Responsible for public relation activities, client relations and interagency relations
- Maintain appropriate relations with public funding sources (federal, state and local governments), other professional and social service groups and other agencies in similar fields of service.
- Maintain appropriate relations with the agency's board and board committees

NON-ESSENTIAL FUNCTIONS:

- Performs additional job duties as instructed by the Board of Directors
- Chief administrative responsibility for fund-raising activities as directed by the Board

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Five years of administrative and managerial experience in social service or related field.
- Degree in Social Service or related field and/or Degree in Business Administration
- Knowledge of Substance Use Disorder Diagnoses and evidence-based treatment methods and practices
- Knowledge of national accreditation standards for behavioral health care programs
- Knowledge of generally accepted accounting principles
- Ability to work effectively with volunteer boards and committees;
- Ability to plan and implement activities appropriate to further organizational goals and Mission;

CHRISTOPHER A. ROBINSON

PO Box 556 ♦ Bryant, AR 72089 ♦ (501) 454-7725 ♦ Chris87Robinson@yahoo.com

PROFESSIONAL SUMMARY

- ♦ Devoted professional with skills and training in **finance** and **accounting** ready to accomplish the goals of the organization.
- ♦ Exceptional **organizational** and **communication skills**, excelling at strategic planning and problem solving while meeting goals in a diverse fast paced work environment.
- ♦ Proficient with **Microsoft Office** including Word, Excel, PowerPoint and Outlook.

PROFESSIONAL SKILLS

- | | |
|-----------------------------------|------------------------------|
| • Advanced QuickBooks | • Collections |
| • Auditing | • Budget Analysis |
| • Accounts Receivable and Payable | • Inventory Control |
| • CS Professional Suite | • Freight Controller |
| • Forensic Accounting | • Cost Accounting |
| • Federal and State Taxes | • Fixed Asset Scheduling |
| • Purchasing | • Problem Solving |
| • Account Reconciliations | • Collaborating and Teamwork |

PROFESSIONAL EXPERIENCE

Brown Rogers & Co LLC

November 2019 to Present

Staff Accountant-Audit Division

- ♦ Completed audits of for-profit, not-for-profit organizations, and residential and commercial construction contractors.
- ♦ Worked in both team and solo environments to complete the job at task.
- ♦ Completed Audits, Reviews, and, Compilations.
- ♦ Completed 990, 1040, 1041, 1065, 1120S, and 1120 tax returns.

Yoakum, Lovell and Company, PLC

June 2015 to October 2019

Staff Accountant-Audit Division

- ♦ Completed audits of government agencies, not-for-profit organizations, and residential and commercial construction contractors. Including performing Single Audits (A133).
- ♦ Worked in both team and solo environments to complete the job at task.
- ♦ Completed Audits, Reviews, Agreed-Upon Procedures and, Compilations.
- ♦ Completed 990, 1040, 1041, 1065, 1120S, and 1120 tax returns.

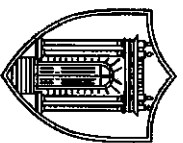
EGP PLLC

May 2014 to June 2015

Staff Accountant-Audit Division

- ♦ Completed audits of government agencies, not-for-profit organizations, and contractors.
- ♦ Worked in both team and solo environments to complete the job at task.
- ♦ Completed Audits, Reviews, Agreed-Upon Procedures, Compilations, and 1040 tax returns.
- ♦ Used forensic accounting procedures to help with litigation trials.

University of Arkansas



To all to whom these presents may come

Certificate

Be it known that

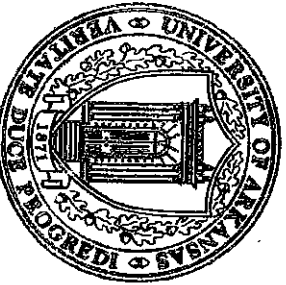
Christopher Alan Robinson

having completed the prescribed course of study is by authority of the Board of Trustees of the University of Arkansas admitted to the Degree of

Bachelor of Science in Business Administration

and is declared entitled to all rights and privileges which pertain to that degree here or elsewhere. In testimony whereof and as evidence that all requirements for the degree have been fulfilled, this diploma is granted.

Dated at the University in the City of Fayetteville, this Seventeenth day of December in the year of our Lord two thousand and eleven and of the University the one hundred and forty-first year.

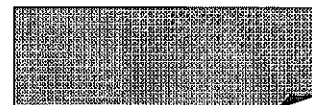


CHAIRMAN BOARD OF TRUSTEES

PRESIDENT OF THE UNIVERSITY

CHANCELLOR

**RECOVERY CENTERS OF ARKANSAS
JOB DESCRIPTION**



JOB TITLE: Chief Financial Officer

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Supervises Accountant, Accountant Support, Insurance Liaison and Contract Specialist; Responsible for financial management of the organization in accordance with generally accepted accounting principles; responsible for the Management Information Systems and compliance with Human Resource-related laws. Keeper of Administrative Records; Network Administrator for Best Notes.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs functions as identified in the IPAD for this job description
- Maintain the accounting system to accurately reflect financial status of the organization
- Function as "keeper of the records" for business, financial and human resource information
- Ensure compliance with standards set forth by funding sources, licensing entities, accreditation entities and RCA policies
- MIS: maintain the management information systems to accurately reflect the services provided
- Accounts receivable: Accurate and timely billing to all funding sources including contracts, grants, self-pay, insurance companies and rental payments
- Accounts payable: Accurate and timely payment of all invoices, fees and expenses
- Internal Controls: Maintain internal controls for all aspects of income, payments, deposits and inventory
- Contract Compliance: Monitor compliance with all aspects of grants and contracts for services
- Human Resource: Review for accuracy all human resource activity
- Review bid solicitation to insure purchases at the most cost effective level
- Maintain accurate, organized and complete RCA folders on the restricted drive: Accounting Department, Budget, Business Office, Contract Reconciliation, Financial, Insurance of RCA, MIS/Technology
- Prepare reports as required by the Executive Director and Board of Directors
- Interview prospective employees; Hire, evaluate, discipline and terminate employees with concurrence of Executive Director

NON-ESSENTIAL FUNCTIONS:

- Assist with solicitation of funding through foundations and grant preparation
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to relate positively and courteously to staff, clients and public
- Ability to program and operate computer systems, perform mathematical calculations and operate standard office equipment
- Ability to follow specific instructions and procedures
- Ability to respond effectively and calmly in a crisis situation
- Ability to analyze accounting and management reports
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Degree in accounting, business or equivalent work experience, CPA preferred
- No conviction for theft or other dishonest act, not currently on probation or parole
- Experience in payroll processing, insurance claims processing, grant preparation, personnel, billing and collections
- Supervising experience

Compensation: This is an exempt or salaried position. As a management position it requires a 30-day excluding earned leave notice of intent to terminate.

Entry: \$80,000 as stated annually;

CAP: \$90,000 (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be compensated with a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

Employee's signature/Date

David Bradshaw

Objective

To utilize my administrative and clinical skills, serving a progressive organization whose mission is to serve people while identifying and meeting the behavioral health needs of their community.

Professional Experience:

January 2006 - Present Small Group Therapy a Division of Counseling Hot Springs, AR
Clinic, Inc.

Clinical Director

Currently responsible for the operations and supervision of all clinical staff and functions in an adult outpatient rehabilitation facility specializing in residential care. Responsible to ensure compliance with SGT policies and procedures, staying current with all State and Federal regulatory changes and trends in behavioral healthcare, writing, revising, and implementing new policy and procedures in response to continuous changes. Implement and continuously evaluate systems of care, responsible for utilization review and internal audits ensuring CARF Accreditation Standards, Medicaid RSPMI regulations, and Office of Long Term Care regulations are complied with while improving quality, effective, efficient care with positive outcomes. Responsible to supervise and monitor staff productivity and the quality and timeliness of documentation of billable services to ensure following the treatment plan, filling the prescription for services approved through prior authorization, and to maintain a stable flow of expected revenue. Responsible for maintaining the program budget monitoring expenditures and allocation of resources including the recruitment, training, and retention of qualified mental health professional and paraprofessional staff, maintaining appropriate staffing patterns with competitive compensation and benefits while reducing risk and liability in the community. Participates in developing goals and objectives to enhance annual strategic planning for growth and improvement and to provide accurate projections for the annual budgetary process while balancing best clinical practices and staff efficiency with current managed care expectations and growing costs. Establish and maintain productive relationships with referral sources, marketing and maintaining a constant flow of referrals promoting a smooth continuum of care with warm and friendly customer service to both potential clientele and referral sources. Serve as primary liaison between Department of Behavioral Health Services, Medicaid, and First Health and Value Options managed care companies. Maintain strong advocacy practices for the client, client's families, and the overall system of mental and behavioral health care. Responsible for leading and directing productive weekly, monthly, and quarterly meetings with various emphasis to communicate necessary feedback that promotes the SGT mission, company goals and priorities, and Persons Centered Care and Recovery while utilizing researched, evidence-based practices including the Fairweather Principles and Strengths Model in treatment to ensure client rights and preferences while encouraging client empowerment and self- government. Provide ongoing in-service training for clinical and administrative staff to maintain annual certifications, respond to regulatory changes, and to enhance service delivery and documentation.

David Bradshaw

Corporate Vice President/Clinical Service Director
March 2001-June 2003

Served on the Executive Administrative Team as Vice President responsible for all clinical administrative duties participating in annual strategic planning and performance and program evaluation and improvement activities along with annual budgetary processes. Participated in transferring to electronic medical records playing primary role in providing clinical guidance and consult for customizing new computer programming in conjunction to the purchase of new software through Medical Manager. Maintained current knowledge of behavioral healthcare changes and trends participating in writing and revising policy and procedures necessary to meet all regulations. Responsible for all clinical operations and supervision and evaluation of site Clinical Directors and Lead Therapists for seven outpatient rehabilitation clinics located throughout Central and North Arkansas (including one crisis facility with 25 beds) all specializing in the care of severely symptomatic clients who are prone to non-compliance with treatment. Maintained Residential, Outpatient Services, Case Management, and Crisis Intervention Accreditations with wrap around services 24/7 for 280 RSPMI clients who are considered the most severely mentally disabled and treatment resistant clients in the state of Arkansas. Monitored and ensured compliance with all State and Federal regulations including HIPPA, Medicaid RSPMI regulations, and CARF standards for accreditation. Served as liaison between Department of Behavioral Health Services, Medicaid of Arkansas, and managed care companies including First Health and APS. Responsible for supervising, restructuring, and reorganizing an extensive Utilization Department to meet the demands of managed care companies efficiently and effectively, advocating for approval of client services packages above the average numbers of units approved for outpatient care. Responsible for providing monthly and weekly site visits to promote BTC mission, ensure quality, effective care, and to provide on-site clinical consultation, training, and modeling while staffing difficult behavioral issues with treatment resistant clients. Responsible for ensuring the use of researched, evidence based treatment models and approaches to increase treatment outcomes and client level of functioning and independence. Developed evaluation processes to continuously evaluate systems of care while implementing internal audits and improving utilization review processes and format. Responsible for recruitment, training, and retention of mental health professionals including contracting psychiatric care to assure all sites have adequate physician coverage and oversight. Evaluate and monitor staffing patterns to ensure adequate therapeutic staff coverage and client supervision to assure safety and care and to reduce risk and liability at each site. Responsible for directing and monitoring expenditures and resource management, staff productivity, maintaining staffing patterns to provide approved units of services, offering competitive compensation and benefits while experiencing extensive growth in census. Participated in referral coordination implementing systems to improve response time to speed client access to services, maintaining productive relationships with referral sources, marketing, and maintaining a constant flow of referrals continuously planning and maximizing utilization of bed space and promoting a smooth continuum of care with best customer service practices. Offered joint staffing interventions for potential clients who were stuck in the Arkansas State Hospital due to severe symptoms and behaviors and poor responses to services in an attempt to successfully place long term hospitalized, institutionalized clients. Promoted the development of staff leadership. Coordinated and participated in family educational workshops and support groups. Provided supervision and guidance, coordinating efforts with full time professional trainer to certify new employees as mental health paraprofessional staff and to provide ongoing in-service training for annual recertification for

David Bradshaw

Aug. 1990 – May 1992

Hillcrest Children's Home

Hot Springs, AR

House Parent

Provided foster parenting for 12 elementary aged boys on residential campus. Trained children to perform age appropriate tasks while nurturing and supporting their physical, spiritual, mental, emotional, and social personal growth and healing. Promoted independent living skills to ready boys to return to families that were considered dysfunctional.

June 1989 – Aug. 1990

Bradshaw Painting

Camden, AR

Painter

Prep and paint indoor and outdoor commercial and residential.

July 1988-June 1989
FL

Edgewood Children's Ranch

Orlando,

House Parent

Provided foster parenting for 10 junior high aged boys on a residential campus with a strong behavioral program for SED children. Trained boys age appropriate behaviors and tasks while nurturing social, communication, and interpersonal skills, activities of daily living skills, coping and problem solving skills, and anger management skills. Promoted recreational therapy to enhance social adjustment and acclimation, to build character, to encourage strong personal self-image/self-esteem, and to offer strength building exercise to improve fitness and posture. Nurtured healing process and growth in all areas.

May 1987-June 1988

Trinity Christian Academy

Deltona, FL

Athletic Director

Developed an entire competitive sports program for jr. high and high school students participating, first time, as a member of the Florida High School Athletic Association. Participated in two conferences developing first time relationships with other coaches and conference chair persons, developing first time schedules for Soccer, Basketball, Volleyball, and Baseball, ordering and purchasing all sports and recreational equipment, selecting and ordering all new uniforms for each sport, recruiting parents and volunteers to sponsor and raise funds for all teams and to assist in supervision while traveling to and from games, and scheduling all practice/game fields and courts. Developed a first time Physical Education Program for K4 through 12th grades, supervising and training staff and volunteers to assist in all physical and educational activities.

Field Placements

Cox Medical Center, Springfield, MO: Inpatient Adolescent/Adult Drug /Alcohol Rehabilitation
Good Samaritan Boys Ranch, Brighton, MO: Residential Behavioral Problem Adolescents
Malvern PsychHealth Center, Hot Springs CO Memorial Hospital, Malvern, AR: Inpatient Adult

Volunteerism

The CALL foster care drive/SAFE Home Studies
Arkansas Department of Corrections, Malvern, AR:

Gary Campbell
14119 Sweet Bay
Little Rock, AR 72211

EDUCATION

Tranquility High School
Tranquility, California

EXPERIENCE

Recovery Centers of Arkansas

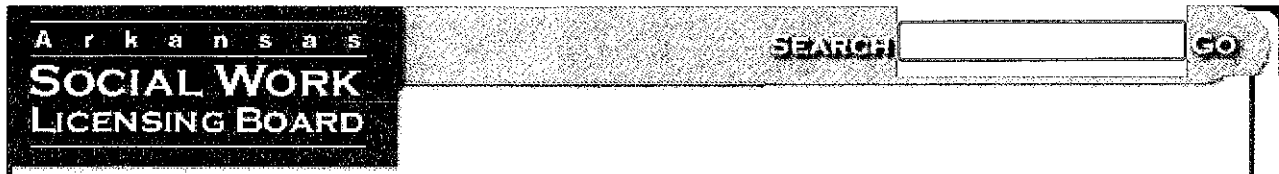
2007-Present
Outpatient Treatment Director

2005 – 2007
Case Manager

ADC Substance Abuse Treatment
1987-2005
Counselor and Trainer

LICENSURE

Advanced Certified Alcohol & Drug Counselor - #A-103
Certified Clinical Supervisor - #1041
Licensed Alcoholism and Drug Abuse Counselor - #0181L

[Home](#)

Name	Bradshaw, David Glenn
Location	Benton, AR
Level	LCSW
License Number	1054-C
Date Issued	11/21/1994
Expiration	1/31/2023

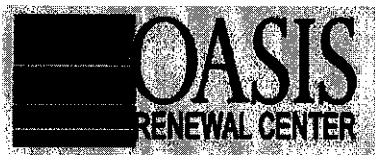
[Back](#)**Licensure Level Key:**

- LCSW:** Licensed Certified Social Worker
- LMSW:** Licensed Master Social Worker
- LSW:** Licensed Social Worker
- PLMSW:** Provisional Licensed Master Social Worker
- PLSW:** Provisional Licensed Social Worker

The data in this website is maintained by the Information Network of Arkansas and is endorsed by the Arkansas Social Work Licensing Board as primary source verification. Each item of data has been provided by Board personnel from the primary source, unless otherwise specified. The Social Work Licensing Board maintains updates to this website once each month after the Board meets. Disciplinary information is located under the Complaints Tab.

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RECOVERY CENTERS OF ARKANSAS JOB DESCRIPTION

JOB TITLE: Clinical Director

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Supervises treatment by Team Oasis and Team Sibley Hole including counselor, addiction counselor, treatment specialists, and treatment support; Provides input regarding scheduling and supervision of maintenance, marketing, food services and TOSS as duties relate to the Oasis and Sibley Hole operations; Assumes responsibility for compliance with policies and licensure/accreditation standards, budgets and overall functioning of the Oasis and Sibley Hole consistent with the highest ethical standards.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs functions as identified in the IPAD for this job description
- Assure compliance of treatment program with RCA policy, state licensing and CARF standards
- Meet established budget goals
- Facilitate admission to the Oasis through interactions with third party reimbursement sources
- Assist with monitoring treatment effectiveness with resulting modifications or development of new programming
- Responsible for chart audits and quality improvement actions
- Insure accurate, timely and complete administrative and treatment documentation for fiscal management of the Oasis
- Provide direct treatment services
- Provide treatment supervision to insure quality treatment services within the program
- Provide orientation and in-service training to program staff
- Interview, hire, discipline, evaluate and terminate employees with concurrence of Executive Director.

NON-ESSENTIAL FUNCTIONS:

- Assist with the development and implementation of fund raising activities
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures
- Ability to respond effectively and calmly in a crisis situation
- Ability to accurately describe and document observations electronically
- Thorough knowledge of the principles and dynamics of substance abuse treatment
- Knowledge of personnel issues and ability to effectively respond to such issues
- Knowledge of budgeting and accountability issues
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Minimum of master's degree in psychology, social work or related field
- Certification or licensure by the state of Arkansas in the field of psychology, social work, counseling or marriage and family counseling; licensed or certification as substance abuse treatment counselor
- Five years experience in the field of substance abuse treatment and 10 years experience in the field of behavioral health treatment
- Two years experience in management/supervisory position
- A valid Arkansas Driver's License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years, over the age of 21 and under the age of 65 (in order to drive RCA owned vehicle)
- CPR/First Aid Certification

Compensation: This is a salaried or exempt position with the expectation of a minimum of 45 hours of work weekly. As a management position it requires a 30-day excluding earned leave notice of intent to terminate.

Entry: \$85,000 annually.

Cap: \$105,000 annually (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying as approved by the board of directors but will not have their salary increased above this cap.)

Employee's signature/Date

Francine Blankenship

107 Hickory St.

Cabot, AR 72023

501.944.9521

etxpines59@hotmail.com

Executive Summary

High-energy Manager successful in building and motivating dynamic teams. Cultivates a company culture in which staff members feel comfortable voicing questions and concerns, as well as contributing new ideas that complement the company mission.

Qualifications

- 20 + years' experience in Operations Management
- Provision of Supervision, Training and Staff Development
- Ability to develop and implement Policy and Procedure
- Certified Advanced Alcohol Drug Counselor
- Certified Clinical Supervisor

Professional Experience

November 2007 to October 2013 **Methodist Children's Home / Arkansas Cares** Little Rock, AR
Program Director

Responsible for assuring quality substance abuse treatment and housing for pregnant and/or parenting women and their children. Provided supervision and professional development to the counseling and support staff.

August 2004 to July 2007 **Mid Arkansas Substance Abuse Services** Little Rock, AR
Program Director

Responsible for the RADD and CORT programs with a budget of 1.8 million dollars annually. Supervised staff to include RADD specialists, counselors and medical professionals.

May 1993 to July 2004 **Recovery Centers of Arkansas** N. Little Rock, AR
Program Manager

Managed the residential substance abuse program. Supervised approximately 20 counselors and support staff.

March 1990 to March 1993 **House of Hope** Sherman, TX
Counselor Intern

Served as a counselor intern while working towards certification as a substance abuse counselor.

Education **Grayson County College**
Addiction Treatment

Affiliations Arkansas Substance Abuse Certification Board
AADC – Advanced Alcohol Drug Counselor Certificate No. 0308
CS – Clinical Supervisor No. A-007

Arkansas Substance Abuse Certification Board

Hereby Certifies

FRANCINE BLANKENSHIP

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

Advanced Alcohol Drug Counselor

12/13/2019

Issue Date

A-007

Certificate Number

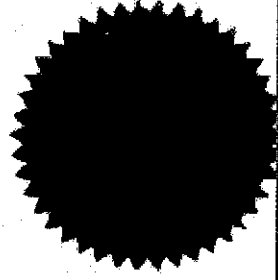
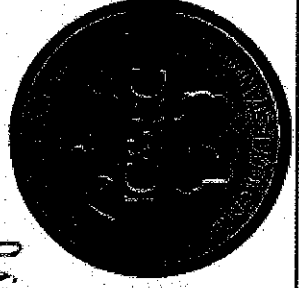
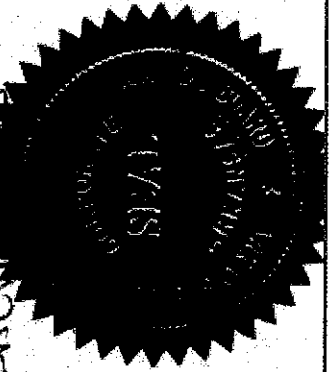
12/31/2021

Expiration Date

Diane Byrnes, M.L.S.
President

Dr. K. Ray M.S.L.S.
Vice-President

Myraan Carter, SOC.CS PR
Secretary



Arkansas Substance Abuse Certification Board

Hereby Certifies

FRANCINE BLANKENSHIP

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

Certified Clinical Supervisor

12/28/2020

Issue Date

308

Certificate Number

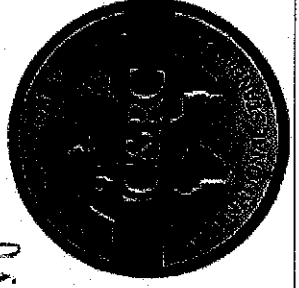
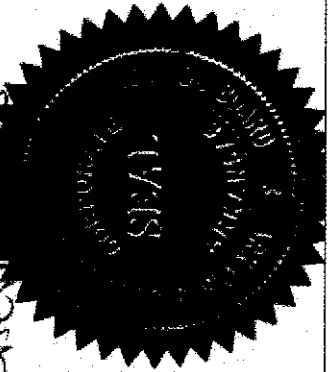
12/31/2022

Expiration Date

Diane Byrnes, L.C.C.S.W.
President

Dr. K. R. M.S.L.S.
Vice-President

Myriam Carter, SOC.CS PR
Secretary





JOB DESCRIPTION

JOB TITLE: Chief Operations and Compliance Officer

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Supervises the Oasis Chef and other food service positions, Supervises Maintenance Project Supervisor; Supervises housekeeping staff, Supervises TOSS Supervisor. Responsible for the management of the facilities in compliance with policies, licensure standards, accreditation standards and health regulations within budgeted parameters. Responsible for monthly quality reviews of clinical documentation within the electronic medical record providing feedback to employees and their supervisor as indicated. Functions as the American's with Disabilities Act Officer, the Client Advocate, the Corporate Compliance Officer, The ADA officer, the HIPAA Officer, the Privacy Officer & the Quality Control Manager.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs functions as outlined in the IPAD for this job description
- Monitor and follow-up to completion established benchmarks for departments performance improvement
- Maintain a system for monitoring the results of the work performed of those supervised
- Supervise the operation of maintenance, housekeeping and food services within budgeted parameters
- Insure the functioning (e.g. ADEQ monthly reports) and appearance of physical properties
- Maintain RCA Restricted Drive files of Food Services, Inspections, Maintenance as organized, accurate and complete
- Maintain a system for controlling equipment, an inventory of supplies and a log of external servicing of equipment
- Monitor internal controls to minimize theft, fraud and abuse of RCA resources
- Monitor, prompting those responsible for tasks and follow-up to completion organization-wide tickler list
- Monitor, prompt and follow-up to completion electronic medical record data entry to ensure timely and complete documentation
- Perform monthly reviews of one or more clinical records on each service provider for compliance to quality standards
- Prepare reports reflective of progress towards completion of identified tasks
- Interview, hire, discipline, evaluate and terminate employees with concurrence of executive director

NON-ESSENTIAL FUNCTIONS:

- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to observe, analyze and organize electronic data and physical observations
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow and write specific instructions and procedures, accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Ability to type, organize files, & operate computer systems including word, excel and RCA's electronic medical record
- Ability to walk, reach, bend, push, pull, lift a minimum of 20 pounds

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's degree in computer science or related area or equivalent experience
- No criminal convictions for theft or acts of dishonesty

Compensation: This is an exempt, salaried position. As management, it requires a 30-day excluding earned leave notice of intent to terminate employment.

Entry: \$55,000 as stated annually;

Cap: \$70,000 annually (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

Employee's signature/Date

ANDREW H. BEAVERS

37 Walton Rd.
Sherwood, Arkansas 72704
(501) 834-7333 (501) 350-2004
ahbeavers@sbcglobal.net

Experience **Substance Abuse Counselor; Legal Consultation**
1998-2004 Black Community Developers Inc. Little Rock, AR.
2004-2005 Living Hope Institute St. Vincent Inf. Little Rock, AR.
▪ Developed program for Arkansas State Certification.
▪ Case Management and Counseling patients and clients
Implemented training course for new employees.

Teaching and Research Graduate Assistant Internship
2003-2005 University of Arkansas Pine Bluff, AR
2008-2009 Mercer University Atlanta, GA.
2007-2009 Morehouse School of Medicine Atlanta, GA.

Public Service Employment
▪ Pulaski County Government
▪ Arkansas State Highway Department.
• University of Arkansas Fayetteville (Business Law Instructor)
• Arkansas Department of Community Correction

Senior Tax Advisor; Tax Instructor
2004- 2009 Jackson-Hewitt Tax Service Tucker, Georgia
▪ Supervised Tax outlets that grossed one million dollars, tripling division revenues.
▪ Expanded market accounts in underdeveloped areas.

Education 1976-2004 University of Arkansas System Little Rock, AR.
• Little Rock Catholic High School Graduated
• University of Arkansas, Pine Bluff B.S.E (English)
• University of Arkansas, Fayetteville Juris Doctorate
• University of Arkansas, Pine Bluff M.S.A.(12-20-04)
• Mercer University, Atlanta, Georgia M.S.E. (05-16-09)

Licensed **National Board of Certified Counselors #248455**
Associate Professional Counselor Georgia #APC002732
Licensed Alcohol and Drug Abuse Counselor #0291L
Advanced Alcohol Drug Counselor #A-299
National Association of Drug Court Professionals #11139
American Counseling Association #6283942

Military 1981-1992 Arkansas Army National Guard
1990-1992 United States Army

Arkansas Board of Examiners in Counseling and Marriage & Family Therapy
501-683-5800

ANDREW H BEAVERS

Sherwood

Sherwood, SHERWOOD, 72120, 72120

LICENSE #: P1906069 | TYPE: LPC | STATUS: ACTIVE

ADDITIONAL INFO

Date of Issue: 6/14/2019

Date of Expiration: 5/31/2022

Standing: Good Standing

Email: ahbeavers@sbcglobal.net

Arkansas State Board of Examiners in Counseling
101 East Capitol Avenue, Ste 202
Little Rock, AR 72201



ANDREW H BEAVERS
37 WALTON RD
SHERWOOD, AR 72120

Date 3/17/2020
For LPC
License # P1906069



Arkansas State Board of Examiners in
Counseling

Licensee: ANDREW H BEAVERS

License: P1906069

LPC

Effective: 3/17/2020 Expires: 6/30/2022

CHAIR OF THE BOARD *Robert J. Smith*

Payor ANDREW H BEAVERS

Date 3/17/2020

Receipt No. 2352

Item	Licensee	License No	Type	Amount
2512	ANDREW H BEAVERS	P1906069	LPC	\$300.00
Total				\$300.00

Arkansas Substance Abuse Certification Board

Whereby Certifies

ANDREW H. BEAVERS

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

Advanced Alcohol Drug Counselor

10/31/2019

A-299

12/31/2021

Issue Date

Certificate Number

Expiration Date

President

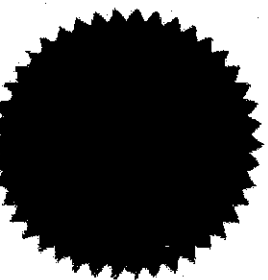
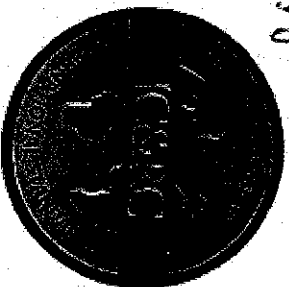
Diane Byrnes, M.Ed.

Secretary

Myraan Carter, M.Ed.

Vice-President

Dr. J. K. M.S.





State of Arkansas
Board of Examiners of Alcoholism
and Drug Abuse Counselors
certifies that

Andrew H. Beavers

is currently licensed under the authority
of Act 443 of 2009 as a

LICENSED ALCOHOLISM & DRUG ABUSE COUNSELOR

Date of Issue License No. Expiration Date

08/13/2010 291L 12/31/21

Pam Jile

Board Administrator

RECOVERY CENTERS OF ARKANSAS

JOB DESCRIPTION

JOB TITLE: Addictions Counselor Master's degree - RBISH/W

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Clinical or Program Director for the assigned program; responsible for provision of treatment, educational and case management services as identified in the individual plan of care including the linking of clients with resources; responsible for accurate and timely documentation of all services provided in compliance with RCA policies, state licensure and CARF accreditation standards. Serves as Primary Treatment Provider

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs all functions as identified in the PAD for this job description.
- Provide comprehensive substance abuse assessment, including ASI and other screening instruments;
- Develop person-centered Master Treatment Plan, reflecting diagnosis and assigned placement consistent with ASAM criteria; ● Provide individual, family and group counseling as appropriate for clients and families; ● Provide educational programs;
- Provide orientation and daily coaching of assigned individuals;
- Provide case management services to include coordinating services with other programs, aftercare/discharge planning; ● Maintain client records consistent with procedures and accreditation standards; ● Participate in treatment staffings

NON-ESSENTIAL FUNCTIONS:

- Transport clients as needed
- Observe and document residents in taking prescription and non-prescription medication ● Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to document electronically the provision of services
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures; ability to accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Knowledge of evidenced-based treatment and the dynamics of substance abuse disorders ● Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs


QUALIFYING EDUCATION & EXPERIENCE:

- Masters degree
- Certification or licensure by the state of Arkansas in the field of substance abuse or actively seeking such certification or licensure
- Knowledge of substance abuse resources and evidence-based practices
- No criminal history of felony or a violent offense; Not currently on parole or probation
- A valid Arkansas Drivers License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years and over the age of 21 but under the age of 65

Compensation: This is an exempt, salaried position. It requires a 30-day, excluding any earned leave notice of intent to terminate employment. Entry as stated annually: \$35,568

Cap: \$45,000 (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying on performance and as approved by the board of directors annually but will not have their salary increased above this cap.)

~~CAP: \$5,000 above current salary based on educational category~~


Employee's signature/Date 1 04/05/2021
Revised 1/1/20

Tammie Jones

1 Woodcrest Ct. Little Rock, AR. 72209 | (501) 712-7812 | tammiejones27@yahoo.com

Objective

Detailed-oriented, dedicated, and a highly motivated professional with in-depth research, analysis, and human service experience. Solid analytical, communication, interpersonal, problem-solving and critical thinking skills.

Education

DEGREE | DATE EARNED | SCHOOL

University of Arkansas at Little Rock (UALR)-General Studies in Science-Transfer

DEGREE | DATE EARNED | SCHOOL

University of Phoenix (UOP)

Bachelor of Science and Human Services/Addiction

Graduated 02/2018

Walden University Master of Social Work

02/2018-Current

Skills & Abilities

Certified Alcohol & Drug Counselor, current CPR, CPI/MAB training, ethics & diversity training.

Experienced with Cognitive Therapies, Motivational Interviewing, Matrix Model, client-centered therapy, and Best Notes computer software, Word, and Windows. Also, ethically inclined in diverse populations.

LEADERSHIP

I work with a team of Federal Probation and Parole (FPP) officers as an advocate for clients with SUD. I am currently a member of Arkansas Association of Alcoholism & Drug Abuse Counselors (AAADAC). Currently working with the Division of Children and Family Services (DCFS) advocating for client with SUD in meeting the goal of reunification.

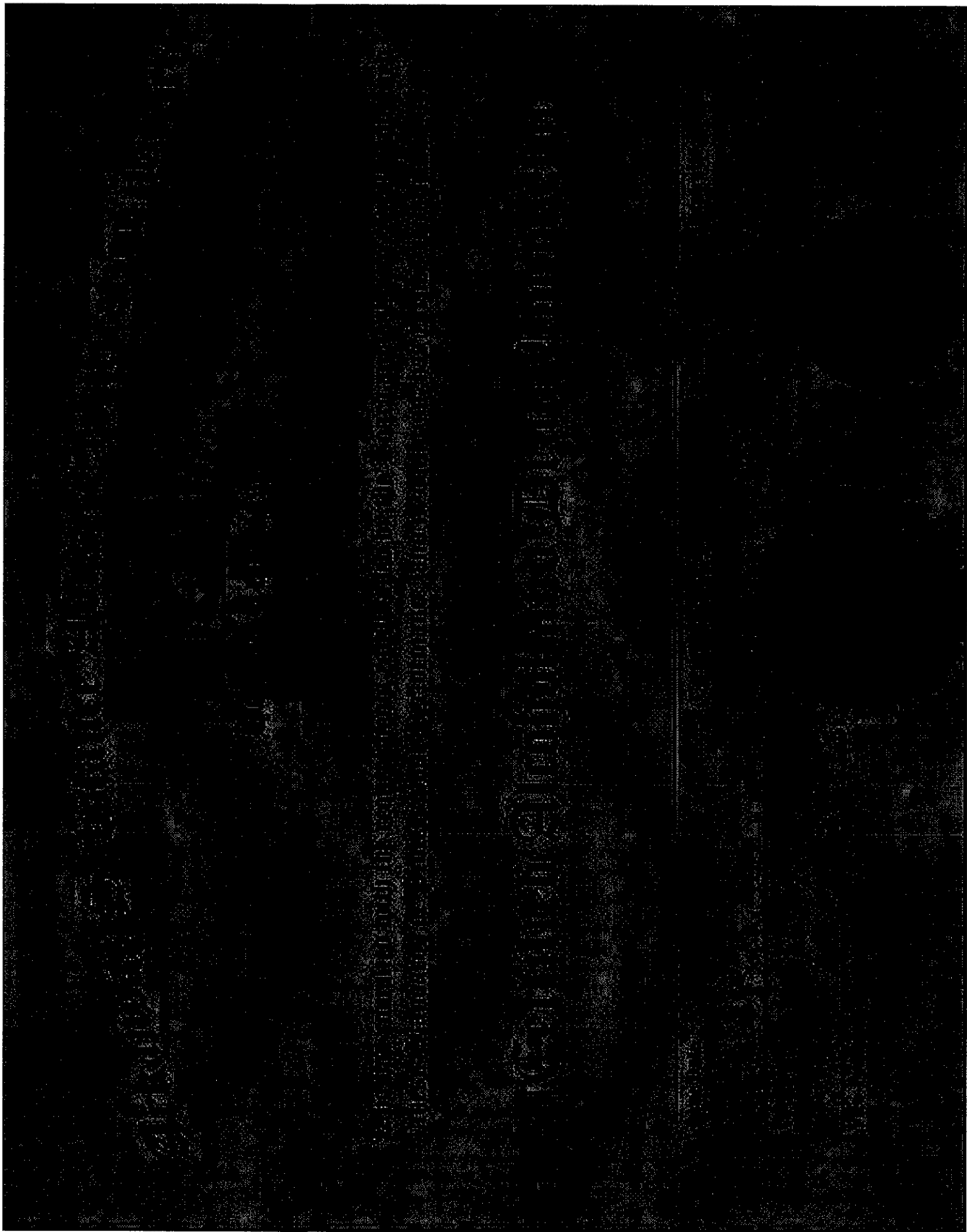
Experience

ADDICTION COUNSELOR | RECOVERY CENTERS OF ARKANSAS | 01/2017- CURRENT

Administer assessment tools (i.e., screening, intake, biopsychosocial) for eligible clients. Also, orientation of new clients, treatment planning, case management, client intervention, education, and electronic record keeping. Further, following guidelines of 12-Core Functions and 46 Global Criteria.

TREATMENT OPERATIONAL SUPPORT SPECIALIST | RECOVERY CENTERS OF ARKANSAS | 06/2014- 01/2017

Observe and monitor client's behavior, collaborating with addiction counselors for team-related support. Transport client to out-side recovery-related meetings, providing them with effective evening transitioning activities after daily psychoeducational and didactic therapy groups.



Walden University

*Having completed the studies and satisfied the requirements prescribed
by the Board of Directors of Walden University,*

Tammie R. Jones

Is conferred the degree of

Master of Social Work

and to all rights, privileges, and honors pertaining thereto.

*In testimony whereof, this diploma is conferred at Minneapolis, Minnesota,
on this sixteenth day of May, two thousand and twenty one.*

Paula Singer
Chair of the Board of Directors



Ward Ulmer
President



JOB DESCRIPTION

JOB TITLE: Director of Residential Services – RB/SH/W

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Responsible to monitor compliance with licensure standards and CARF accreditation relative to electronic documentation. Provides administrative day-to-day organization of treatment in residential program at Riverbend; Provides clinical supervision to Counselors and Treatment Support assigned to the residential program. Serves as Primary Treatment Provider.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs functions as identified in the IPAD for this job description.
- Monitor, prompt and follow-up to completion electronic medical record data entry to ensure timely and complete documentation for all RCA locations
- Monitor, prompt those responsible for tasks and follow-up to completion established benchmarks for departmental and organizational performance improvement
- Provide direct treatment services to include comprehensive intake substance abuse assessments, individualized plan of care and discharge summary to service recipients
- Insure the efficient scheduling of service delivery in the residential program & monitor compliance with that scheduling
- Respond to after-hour emergency situations as need
- Provide supervision to insure quality treatment services and documentation of such
- Interview, hire, discipline, evaluate and terminate employees with concurrence of Executive Director

NON-ESSENTIAL FUNCTIONS:

- Provide in-service training to program staff
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to observe, analyze and organize electronic data and physical observations
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow and write specific instructions and procedures, accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Ability to operate computer systems including word, excel and RCA's electronic medical record
- Ability to walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs
- Thorough knowledge of the principles and dynamics of substance abuse treatment
- Awareness of personnel issues

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's degree in psychology, social work or related field
- Certification and/or licensure by the state of Arkansas in the field of psychology, social work, counseling or substance abuse for service provision and supervision
- Knowledge of substance abuse resources & evidence-based treatment
- 10+ year experience in working in substance abuse treatment

Compensation: This is a salaried, exempt position. As a supervisory position, it requires 30-days resignation notice excluding any earned leave.

Entry: \$42,000 annually;

Cap: \$55,000 annually (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

Employee's signature/Date

Gary Campbell
14119 Sweet Bay
Little Rock, AR 72211

EDUCATION

Tranquility High School
Tranquility, California

EXPERIENCE

Recovery Centers of Arkansas

2007-Present
Outpatient Treatment Director

2005 – 2007
Case Manager

ADC Substance Abuse Treatment
1987-2005
Counselor and Trainer

LICENSURE

Advanced Certified Alcohol & Drug Counselor - #A-103
Certified Clinical Supervisor - #1041
Licensed Alcoholism and Drug Abuse Counselor - #0181L

Arkansas Substance Abuse Certification Board

Hereby Certifies

GARY DON CAMPBELL

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

Advanced Alcohol Drug Counselor

10/02/2019

Issue Date

A-103

Certificate Number

12/31/2021

Expiration Date

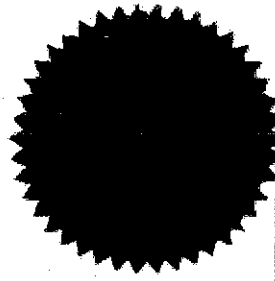
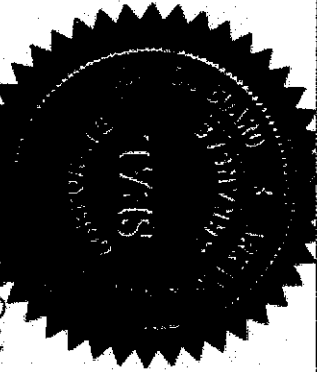
Diane Byrnes, M.Ed., LADC, NCC
President

President

Dr. K. Ray M.S.L.S.
Vice-President

Vice-President

Myriam Carter, SOC, CS, PR
Secretary





State of Arkansas
Board of Examiners of Alcoholism
and Drug Abuse Counselors
certifies that

Gary Don Campbell

Is currently licensed under the authority
of Act 443 of 2009 as a

LICENSED ALCOHOLISM & DRUG ABUSE COUNSELOR

Date of Issue	License No.	Expiration Date
10/12/2001	1811	12/31/2021

Pamela J. Hite
Board Administrator



JOB DESCRIPTION

JOB TITLE: Director of Outpatient - Williamsburg

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Responsible to monitor compliance with licensure standards and CARF accreditation relative to electronic documentation. Provides administrative day-to-day organization of treatment services provided at Williamsburg; Provides clinical supervision to Recovery Residence Coordinator, Counselors, Addiction Counselors and Treatment Support assigned to the outpatient program. Serves as a Primary Treatment Provider, Keeper of Clinical Records, Medical Records Librarian and Utilization Review Coordinator.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs tasks as identified in the IPAD for this job description.
- Performs audits of Subcontractors to ensure compliance with Contracts.
- Monitor, prompt and follow-up to completion of electronic medical record data entry to ensure timely and complete documentation for all RCA locations
- Monitor, prompt those responsible for tasks and follow-up to completion established benchmarks for departmental and organizational performance improvement
- Provide direct treatment services to include comprehensive intake substance abuse assessments, individualized plan of care and discharge summary to service recipients
- Insure the efficient scheduling of service delivery in the outpatient program & monitor compliance with that scheduling
- Respond to after-hour emergency situations as needed
- Provide supervision to insure quality treatment services and documentation of such
- Interview, hire, discipline, evaluate and terminate employees with concurrence of Executive Director

NON-ESSENTIAL FUNCTIONS:

- Provide in-service training to program staff
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to observe, analyze and organize electronic data and physical observations
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow and write specific instructions and procedures, accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Ability to operate computer systems including word, excel and RCA's electronic medical record
- Ability to walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs
- Thorough knowledge of the principles and dynamics of substance abuse treatment
- Awareness of personnel issues

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's degree in psychology, social work or related field
- Certification and/or licensure by the state of Arkansas in the field of psychology, social work, counseling or substance abuse for service provision and supervision
- Knowledge of substance abuse resources & evidence-based treatment
- 10+ year experience in working in substance abuse treatment

Compensation: This is a salaried, exempt position. This position requires 30-days resignation notice excluding any earned leave.

Entry: \$45,000 annually

Cap: \$55,000 annually (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

Employee's signature/Date

Yolanda Duhart

Email: yduhart68@gmail.com | Phone: 360.286.3669

Education

University of Arkansas at Little Rock

Master of Social Work

May 2020

University of Arkansas at Little Rock

Bachelor of Social Work

May 2018

Work Experience

Veterans Affairs Internship

Aug 2019-May 2020

- Conducted biopsychosocial assessments for all admissions in the Community Living Center.
- Participated in interdisciplinary team sessions to devise, review, and modify treatment plans
- Monitored, evaluated, and recorded client progress, write release summaries, and notifies appropriate personnel
- Monitored, evaluated, and recorded client progress according to measurable goals described in treatment and care plans.
- Developed, implemented, and monitored client treatment plans individually or as a member of a diagnostic evaluation team.
- Facilitated discharge planning.
- Assisted Veterans with completing Advanced Directives.

Our House, Inc.- AmeriCorps.

March 2018-Aug 2019

Health and Wellness Coach

- Facilitated Anger Management Group.
- Created and implemented programs that built health and wellness knowledge, skills and promotes healthier lifestyle through on-going guidance.
- Connected individuals to services that increase health and wellness knowledge.
- Created programs that focus on various dimensions of wellness, including emotional, environmental, financial, intellectual, occupational, physical, and social health.
- Collected and maintained records of participants in health services.

MSW

Testing Dec 12
LMSW to supervisor?
Start 32
Passes test in
March 37,000
goes to 7

No less
35,000

starts
40,000

Enjoying people
up close personal
contact w/ clients

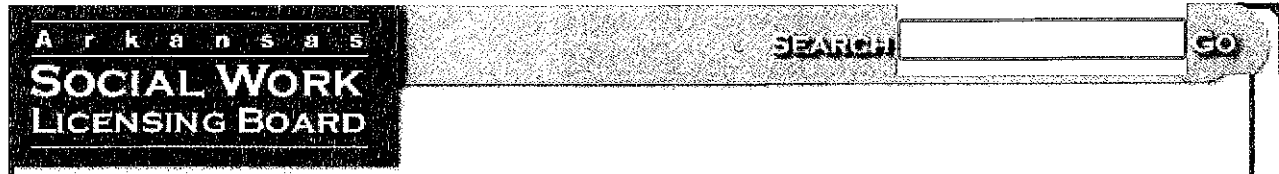
& can be firm
& direct but respectful

Enjoyed
sessions from
the vet & working
w/ seniors

March - due to
COVID
9 months

17 months

3 dim. of health

[Home](#)

Name	Duhart, Yolanda Marie
Location	North Little Rock, AR
Level	LMSW
License Number	10219-M
Date Issued	4/14/2021
Expiration	4/30/2023

[Back](#)**Licensure Level Key:****LCSW:** Licensed Certified Social Worker**LMSW:** Licensed Master Social Worker**LSW:** Licensed Social Worker**PLMSW:** Provisional Licensed Master Social Worker**PLSW:** Provisional Licensed Social Worker

The data in this website is maintained by the Information Network of Arkansas and is endorsed by the Arkansas Social Work Licensing Board as primary source verification. Each item of data has been provided by Board personnel from the primary source, unless otherwise specified. The Social Work Licensing Board maintains updates to this website once each month after the Board meets. Disciplinary information is located under the Complaints Tab.

No responsibility is assured or implied for error or omissions created or caused by technical difficulties. No one shall be entitled to claim detrimental reliance thereon.

[Site Map](#) | [Accessibility Policy](#) | [Privacy Statement](#) | [Security Statement](#)



Credential:

duhart, yolanda

Select

RESET FILTER

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Displayed 1-1 of 1

Name ↕	Credential acronym ↕	Credential ID ↕	Active Status ↕	Expiration date ↕	Application Status
Duhart Yolanda	CIT-M	N/A	N/A	N/A	In Progress

RECOVERY CENTERS OF ARKANSAS JOB DESCRIPTION

JOB TITLE: Addictions Counselor

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Clinical or Program Director for the assigned program; responsible for provision of treatment, educational and case management services as identified in the individual plan of care including the linking of clients with resources; responsible for accurate and timely documentation of all services provided in compliance with RCA policies, state licensure and CARF accreditation standards.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Provide comprehensive substance abuse assessment, including ASI and other screening instruments;
- Develop person-centered Master Treatment Plan, reflecting diagnosis and assigned placement consistent with ASAM criteria;
- Provide individual, family and group counseling as appropriate for clients and families;
- Provide educational programs;
- Provide orientation and daily coaching of assigned individuals;
- Provide case management services to include coordinating services with other programs, aftercare/discharge planning;
- Maintain client records consistent with procedures and accreditation standards;
- Participate in treatment staffings

NON-ESSENTIAL FUNCTIONS:

- Transport clients as needed
- Observe and document residents in taking prescription and non-prescription medication
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to document electronically the provision of services
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures; ability to accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Knowledge of evidenced-based treatment and the dynamics of substance abuse disorders
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's or Master's degree
- Certification or licensure by the state of Arkansas in the field of substance abuse or actively seeking such certification or licensure
- Knowledge of substance abuse resources and evidence-based practices
- No criminal history of felony or a violent offense; Not currently on parole or probation
- A valid Arkansas Drivers License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years and over the age of 21 but under the age of 65.

Compensation: This is a non-exempt, hourly position for bachelor's position and exempt, salaried position for persons employed at the master's level. It requires a 30-day, excluding any earned leave notice of intent to terminate employment.

Entry as stated annually: \$27,000 Bachelor's degree; \$35,000 Master's degree*

Cap: \$30,000 Bachelor's degree; \$40,000 Master's degree (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

CADC \$5,000 above current salary based on educational category

 12/22/2020
Employee's signature/Date

Adam Reynolds
2820 McNeill Cove
Cabot, AR 72023
Phone: 501-744-8045
Email: adamr1009@gmail.com

I am an energetic, self-motivated, low maintenance individual with exceptional communication skills. I enjoy working with the public and will make any employer a good team member.

Experience:

Recovery Centers of Arkansas – (April 2016-Present)

Recovery Residence Coordinator:

I manage the outpatient and chemical free living facility. I am also responsible for the management of Steeplechase chemical free apartments. I administer drug screens, conduct administrative and clinical intakes, and facilitate outpatient groups. I lead weekly house meetings with clients. I collect rent payments in a timely manner. I provide individual counseling sessions to Sobriety Court clients. I conduct recovery checks with residents living in the chemical free facility. I attend board meetings when requested by the Executive Director. I assist with monthly billing processes and other administrative duties.

Quality Living Center – (May 2014-April 2016)

House Manager/CIT:

I monitored clients' daily activities. I completed treatment intakes and facilitated group sessions. I provided clients with transportation to appointments and recovery meetings. I conducted individual counseling sessions for residential clients. I was responsible for administering drug screens. I answered phone calls and performed other administrative duties as assigned.

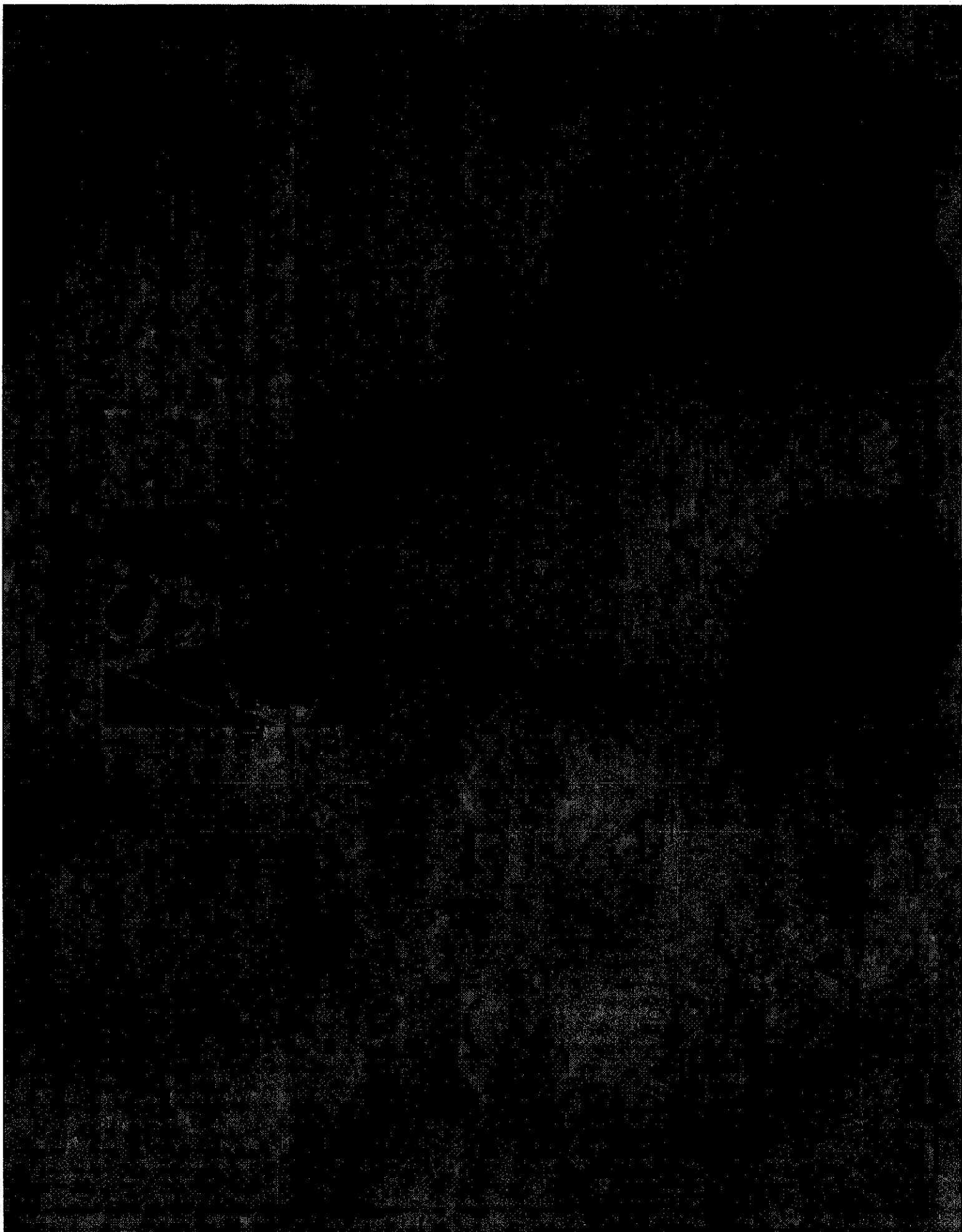
Education, Certifications, and Honors:

- Catholic High School for Boys
High School Diploma awarded 05/1998
- Eligible to take CADCE Exam and Arkansas PRSS Exam
- Helped develop Arkansas model for Peer Recovery Support Specialists (Basic, Advanced, and Supervisory Curriculum)
- Trainer of Arkansas Peer Recovery Support Specialists Arkansas Model
- National Certified Peer Recovery Support Specialist
- Counselor In Training (ASACB)

Volunteer Experience

Volunteer Guest Services Representative at That.Church in Sherwood, AR since Fall 2018

References – *Available upon request*





Dear JOSEPH REYNOLDS

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of 2019/04/30 your CIT registration is valid for 5 years.

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

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

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

Sincerely,

Jason C. Skinner

Jason C. Skinner,
Administrator ASACB

RECOVERY CENTERS OF ARKANSAS JOB DESCRIPTION

JOB TITLE: Recovery Housing Manager

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Executive Director; Responsible for financial & therapeutic aspects of the chemical-free living programs at Williamsburg and Sibley Hole; responsible for the housing market-rate apartment complex, Steeplechase; serves as the RCA liaison to the Recovery Community.

RESPONSIBILITIES

ESSENTIAL FUNCTIONS

- Perform functions as identified on IPAD for this job description
- Ensure adherence to RCA policies, licensing regulations and applicable CARF standards;
- Meet identified budget goals for program;
- Market program to maintain census of residents actively working a recovery program;
- Insure accurate, timely and complete administrative and treatment documentation;
- Provide welcoming environment conducive to recovery including orientation and monitoring of residents;
- Maintain active contact with recovery community including current listing of potential sponsors for clients;
- Maintain current resources for employment and educational opportunities encouraging and assisting as needed;
- Develop, schedule and lead recreational and educational activities conducive to recovery;
- Inspect rented space to insure safety, cleanliness and maintenance consistent with expectations outlined in handbook and licensing/regulatory entities;

NON-ESSENTIAL FUNCTIONS:

- Provide direct treatment services
- Provide in-service training to program staff
- Assist with new program development

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to input data electronically into electronic medical records system
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures
- Ability to respond effectively and calmly in a crisis situation
- Ability to accurately describe and document observations
- Thorough knowledge of the principles and dynamics of substance abuse treatment
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

Adam Reynolds
Normal Schedule:
Monday - Friday
8 a.m. - 5 p.m.

QUALIFYING EDUCATION AND EXPERIENCE:

- High school graduate or equivalent
- Certification or licensure by the state of Arkansas in the field of psychology, social work, counseling, mental health or substance abuse or actively pursuing certification/licensure
- Five years experience in the field of substance abuse treatment
- One year experience in housing field
- A valid Arkansas Drivers License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years
- No criminal felony conviction; not currently on parole or probation
- CPR/First Aid Certification; CPI certification

Compensation: This is a non-exempt, hourly position. As a management position it requires 30-days notice of resignation excluding earned leave.

Entry: \$35,000 annually; \$16.83 per hour

Cap: \$55,000 annually; \$26.44 per hour (salary cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

Adam Reynolds 1/11/21
Employee's signature/Date

Dale Edward Gray Sr.

5370 Buckingham Place

Bryant, AR 72022

Paulgray428@yahoo.com

Phone: 501-786-7282

SUMMARY OF QUALIFICATIONS: Over 5 years of administrative experience with excellent communication and interpersonal skills. Result-oriented, energetic, dependable, and capable of working with all levels of management and with a full spectrum of personalities. Proficient with Microsoft Word, PowerPoint and Excel software, and ability to maneuver through medical applications and input data into medical software. Has overseen Free Ministry at Second Baptist for 9 years helping men and women attain sobriety from alcohol, drugs and all other mind-altering substances.

WORK EXPERIENCE:

Counseling & Psychology Services, LLC

April 15, 2020 – Present

JG Regnier Supervisor

415 N McKinley St # 1060

Little Rock, AR

- Shadow counselor in therapy sessions
- Log notes into patient files
- Scheduled zoom therapy sessions during covid-pandemic
- Facilitated group sessions on selected topics

Natural State Recovery Centers

March 30, 2021 – Present

10025 Oakland Dr.

North Little Rock,

AR 72118

Rate \$25.00 an Hour/Part-Time

CIT- Independent Contractor

Supervisor: Anna Grace Iaboni

- Lead Groups/Recovery Dynamics Education
- Individual Counseling
- Learn group and individual counseling skills
- Write initial treatment reviews and plans
- Mentor directions
- Discharge plans, progress notes and recovery support plans at their counselor mentor's direction
- Develop case management skills and other group counseling techniques

- Serve as a mentor by providing a positive and professional example
- Provide transportation of youth to activities as needed
- Perform other related duties as assigned

University of Arkansas for Medical Sciences, Little Rock, AR June, 1994 - June 2015

Program Outreach Specialist

4301 West Markham

Little Rock, Arkansas 72205

Salary: \$40,000, 40 Hours/Week

Supervisor: Michael Preston - 501-920-4428

- Supervised the Colorectal Cancer Education and Screening outreach program that recruited men and women for colon screenings.
- Educated the community on prevention, early detection, and diagnosis/incidence, treatment, post treatment/quality of life, survival and mortality rates of cardiovascular, prostate and colorectal disease.
- Developed and evaluated community-based participatory research.
- Prepared scientific-based presentations on cancer and related health issues for lay and professional audiences.
- Provided additional grant writing experience to develop and sustain programs, equipment, and staff.

Cardiac Monitoring Technician: (1999-2005) Nursing Department

- Monitored all telemetry activity of heart rates throughout hospital, reported abnormal heart rates to physicians and nurses.
- Report all information at end of shifts to oncoming technicians for surveillance of patients who had abnormal episodes during my shift.

Patient Care Technician: (1994-1997) Nursing Department

- Assisted nurses on patient floors with monitoring blood pressures, blood sugars, changing beds, bathing patients and keeping patient rooms clean.

Patient Transporter : (1992-1994)

- Transported patients from various areas throughout hospital. Areas included MRI, CT, X-ray, etc.

EDUCATION:

University of Arkansas at Little Rock- Little Rock, Arkansas, December, 2006

Bachelor's Degree: Health Science

University of Arkansas at Pine Bluff - Pine Bluff, Arkansas, Projected December 2021

Graduation Master's Degree: Addiction Studies

REFERENCES AVAILABLE UPON REQUEST



ARKANSAS
SUBSTANCE ABUSE
CERTIFICATION
BOARD

CIT-B-00137

Dear DALE GRAY SR

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of 2020/09/22 your CIT registration is valid for 5 years.

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

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

If you have any questions, please contact me at ar.asach@gmail.com or ph. (501) 749-4040

Sincerely,

Jason C. Skinner

Jason C. Skinner,
Administrator ASACB



Credential:

gray, dale

Select

RESET FILTER

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Displayed 1-3 of 3

Name ↕	Credential acronym ↕	Credential ID ↕	Active Status ↕	Expiration date ↕	Application Status
Gray Sr Dale	PR	N/A	N/A	N/A	In Progress
Gray Sr Dale	PIT	N/A	N/A	N/A	In Progress
Gray Sr Dale	CIT-B	CIT-B-00137	Not Expired	2025-09-22	Completed

RACHEL CRITES

3321 S Bowman Rd #915 Little Rock, AR 72211 | rncrites5592@me.com | 501-993-8518

Skills Summary

I have four years of experience in customer service. I am familiar with inventory and bar management. I have experience with computer software such as Microsoft Word, Excel and PowerPoint. I am a goal-oriented person with the ability to multi-task. I am very outgoing and love being around people.

Education

Pulaski Academy College Preparatory School

- 1997-2010

Addiction Studies | University of Central Arkansas

- Graduated December 2018, Bachelors of Science

Experience

Recovery Centers of Arkansas

Recovery Counselor | August 2018- Present

I am responsible for helping clients and their families through the process of treatment and recovery. I help clients identify issues and create goals and treatment, teach client coping mechanisms, lead group therapy sessions, and setting up aftercare plans.

Homer's West

Bar Manager / Server | October 2014- December 2018

I am responsible for controlling bar inventory which includes meeting with representatives and deciding what products to serve. I promote upcoming bar events and create promotional advertisement. I also train new employees and help with scheduling. I have created menus for the bar, change inventory and pricing in the main POS system.

References

Ken Griffey | (501) 765-1423

Tom Davis | (501) 517-7591

Alicia Connell | (501) 940-0096

University of Central Arkansas

has conferred upon
Rachel Nicole Critch
the degree of

Bachelor of Science

and all the Rights, Privileges and Honors thereto pertaining.
In Witness Whereof, this diploma duly signed has been issued and
the seal of this University hereunto affixed.

Passed by the Board of Trustees upon recommendation of the Faculty at Conway, Arkansas.

December 15, 2018



[Signature]
Chancellor

[Signature]
Secretary

[Signature]
President of the University
[Signature]
Provost and Executive Vice President



Credential:

crites, r

Select

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Displayed 1-2 of 2

Name	Credential acronym	Credential ID	Active Status	Expiration date	Application Status
Crites Rachel	CIT	989	Not Expired	2023-06-25	N/A
Crites Rachel	ADC	N/A	N/A	N/A	In Progress

**RECOVERY CENTERS OF ARKANSAS
JOB DESCRIPTION**

JOB TITLE: Addictions Counselor, Bachelors – RB/SH/W

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Clinical or Program Director for the assigned program; responsible for provision of treatment, educational and case management services as identified in the Individual plan of care including the linking of clients with resources; responsible for accurate and timely documentation of all services provided in compliance with RCA policies, state licensure and CARF accreditation standards. Serves as Primary Treatment Provider

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs all functions as identified on the IPAD for this job description
- Provide comprehensive substance abuse assessment, including ASI and other screening instruments;
- Develop person-centered Master Treatment Plan, reflecting diagnosis and assigned placement consistent with ASAM criteria;
- Provide individual, family and group counseling as appropriate for clients and families;
- Provide educational programs;
- Provide orientation and daily coaching of assigned individuals;
- Provide case management services to include coordinating services with other programs, aftercare/discharge planning;
- Maintain client records consistent with procedures and accreditation standards;
- Participate in treatment staffings;

NON-ESSENTIAL FUNCTIONS:

- Transport clients as needed
- Observe and document residents in taking prescription and non-prescription medication
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to document electronically the provision of services
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures; ability to accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Knowledge of evidenced-based treatment and the dynamics of substance abuse disorders
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's degree
- Certification by the state of Arkansas in the field of substance abuse or actively seeking such certification
- Knowledge of substance abuse resources and evidence-based practices
- No criminal history of felony or a violent offense; Not currently on parole or probation
- A valid Arkansas Drivers License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years and over the age of 21 but under the age of 65

Compensation: This is a non-exempt, hourly position for bachelor's position. It requires a 30-day, excluding any earned leave notice of intent to terminate employment.

Entry as stated annually: \$27,000 Bachelor's degree

Cap: \$30,000 Bachelor's degree; (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying based on performance and as approved by the board of directors annually, but will not have their salary increased above this cap.)

CADC \$5,000 above current salary

Rachael Waters, 1/6/21
Employee's signature/Date

12 AM-F
M-T-F
W-F
8-5

Would like to
visit Lab
sept 1st

ENGLISH T. PETERSON

6 Eagle Nest Court • Little Rock, AR 72210 • 501-454-6405 • english.peterson@arabioscience.com
linkedin.com/in/english-peterson-608888146

substance teaching
Oct 21

SUMMARY

A devoted Substance Abuse Counselor with experience in substance abuse treatment and prevention. Adept at working with a variety of different types of treatment techniques and programs. Capable of developing solid, professional rapport with staff and patients. Also motivating them to develop healthy coping mechanisms.

EDUCATION

- Master of Science, Addiction Studies, Univ. of AR at Pine Bluff May 2017
 - 3.67 Cumulative GPA
 - Research Paper: Attitude toward Tobacco Use and Academic Performance in Children
- Bachelor of Science, Human Dev. & Family Studies, Univ. of AR at Pine Bluff December 2013
 - 3.47 Cumulative GPA

RELEVANT COURSEWORK

- | | |
|---|----------------------------------|
| • Diagnostic and Statistical Evaluation | • Substance Abuse Prevention |
| • Clinical Models of Addiction | • Family Counseling |
| • Dual Diagnosis | • Managing Sub. Abuse Programs |
| • Employee Assistance Programs | • Practicum/ Seminar |
| • Alcohol and Alcoholism | • Counseling Special Populations |
| • Case Management and Ethics | • Research |

AREAS OF EXPERTISE

- Alcohol and Drug Treatment Plans Adolescents and Adults
- Cognitive Behavioral Therapy
- Individual and Group Counseling
- DSM-V Mental Health Diagnostics

CIT - not yet registered
some guidelines of
DSM
motivational interviewing
open ended questions

YOUTH ENGAGEMENT AND COUNSELING EXPERIENCE

just school
with the
school

Counselor, AgDiscovery U.S. Department of Agriculture, Pine Bluff, AR 6/20/17- 6/30/17

- Assisted in daily functions for summer camp dedicated to engage high school aged students to explore careers in the field of agriculture.

always good experiences

UNIVERSITY OF MISSISSIPPI



Pine Bluff

Be it known that

English Peterson

having completed the course of study as prescribed by the Faculty and Board of Trustees, and having complied with all other requirements of the University, is awarded the Degree of

Master of Science

In Testimony Whereof, the Board of Trustees, upon recommendation of the Faculty, has granted this diploma bearing the seal of the University.

Dated at the University in Pine Bluff, Arkansas.

May 13, 2017.



Res. H. [Signature]
Chairman of the Board of Trustees

D. Cox, R.O.
President

[Signature]
Dean of the College



ARKANSAS
SUBSTANCE ABUSE
CERTIFICATION
BOARD

November 2, 2017

English Peteron
6 Eagle Nest Ct.
Little Rock, AR. 72210

Dear English,

This letter is to let you know that you are a Registered Counselor in Training with the Arkansas Substance Abuse Certification Board. We have received all your paperwork toward your registration. As of November 2nd, 2017 your CIT registration is **valid for 5 years.**

This letter is to give to your agency to start your practicum. **It is your responsibility to notify us in the even your address or name changes.**

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

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

Sincerely,

Jason C. Skinner

Jason Skinner,
Administrator ASACB

**RECOVERY CENTERS OF ARKANSAS
JOB DESCRIPTION**

English Peterson

JOB TITLE: Addictions Counselor

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Clinical or Program Director for the assigned program; responsible for provision of treatment, educational and case management services as identified in the individual plan of care including the linking of clients with resources; responsible for accurate and timely documentation of all services provided in compliance with RCA policies, state licensure and CARF accreditation standards. Serves as Primary Treatment Provider.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs all functions as identified in the IPAD for this job description.
- Provide comprehensive substance abuse assessment, including ASI and other screening instruments;
- Develop person-centered Master Treatment Plan, reflecting diagnosis and assigned placement consistent with ASAM criteria;
- Provide individual, family and group counseling as appropriate for clients and families;
- Provide educational programs;
- Provide orientation and daily coaching of assigned individuals;
- Provide case management services to include coordinating services with other programs, aftercare/discharge planning;
- Maintain client records consistent with procedures and accreditation standards;
- Participate in treatment staffings

NON-ESSENTIAL FUNCTIONS:

- Transport clients as needed
- Observe and document residents in taking prescription and non-prescription medication
- Other duties as assigned

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to document electronically the provision of services
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures; ability to accurately describe and document observations
- Ability to respond effectively and calmly in a crisis situation
- Knowledge of evidenced-based treatment and the dynamics of substance abuse disorders
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Bachelor's or Master's degree
- Certification or licensure by the state of Arkansas in the field of substance abuse or actively seeking such certification or licensure
- Knowledge of substance abuse resources and evidence-based practices
- No criminal history of felony or a violent offense; Not currently on parole or probation
- A valid Arkansas Drivers License with no more than 3 moving traffic violations within the past 3 years and no DWI convictions within the past 5 years and over the age of 21 but under the age of 65

Compensation: This is a non-exempt, hourly position for bachelor's position and exempt, salaried position for persons employed at the master's level. It requires a 30-day, excluding any earned leave notice of intent to terminate employment.

Entry as stated annually: \$27,000 Bachelor's degree; \$35,568 Master's degree*

Cap: \$30,000 Bachelor's degree; \$45,000 Master's degree (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap.)

CADC \$5,000 above current salary based on educational category

English Peterson 1-5-2021
Employee's signature/Date

Henry Heidelberg

Conway, AR

henryheidelberg7_xet@indeedemail.com - 5013395695

Authorized to work in the US for any employer

WORK EXPERIENCE

Therapist/Counselor

Perspectives Behavioral Health Management

Present

EDUCATION

Master's

John Brown University

BS in Psychology

Victory University

SKILLS

Family Therapy

LINKS

<https://www.linkedin.com/in/henryheidelberg/>

AWARDS

Deans List

2010-12

Victory University

Lifetime Multi Million Dollar Club

2002-12

Made Multi Million Dollar Club every year in Real Estate including my first full year. Awarded by The Memphis Area Association of Realtors.

Presidents Club Award

1989-10

Roche Biomedical Laboratories. Picked as one of 8 managers nationwide to form a steering committee to set the course for our company's direction nationwide.

CERTIFICATIONS/LICENSES

Licensed Marriage and Family Therapist

Present

Licensed to counsel families, adults, adolescents and children in individual therapy or group therapy

ADDITIONAL INFORMATION

Experience counseling many types and ages of people

Led Celebrate Recovery in Memphis for 4 years

Owned and ran 3 transitional homes for women with my wife

20 years of public speaking and management experience

Arkansas Board of Examiners in Counseling and Marriage & Family Therapy
501-683-5800

Henry Heidelberg

Conway

Conway, Conway, 72034, 72034

LICENSE #: M2010013 | TYPE: LMFT | STATUS: ACTIVE

ADDITIONAL INFO

Date of Issue: 10/2/2020

Date of Expiration: 5/31/2023

Standing: Good Standing

Email: hank901@gmail.com

RECOVERY CENTERS OF ARKANSAS
JOB DESCRIPTION

JOB TITLE: Counselor – Mental Health

JOB ACCOUNTABILITY & OBJECTIVE: Works under the supervision of the Director of Treatment for the assigned program; responsible for the provision of intervention and consultation services and treatment services to families; Responsible for the provision of treatment as identified in the individual plan of care; responsible for accurate and timely documentation of all services provided in compliance with RCA policies, state licensure and CARF accreditation standards; Serves as a Primary Treatment Provider.

RESPONSIBILITIES:

ESSENTIAL FUNCTIONS:

- Performs functions as outlined in the IPAD for this job description
- Provide comprehensive assessments, develop an individualized plan of care, diagnose and assign placement consistent with ASAM criteria, provide aftercare/discharge planning and referrals;
- Provide comprehensive clinical reviews i.e. prior authorizations, concurrent reviews, peer-to-peer reviews, tracking prior authorizations, advocating for insurance coverage and appropriate LOC according to client needs and ASAM criteria.
- Maintain client records consistent with procedures and accreditation standards
- Provide individual, family and group therapy as authorized for clients and families.
- Provide educational programs
- Provide treatment supervision as appropriate
- Participate in treatment staffing.

NON-ESSENTIAL FUNCTIONS:

- Other duties as assigned.

QUALIFYING KNOWLEDGE, SKILLS & ABILITIES:

- Ability to document electronically the provision of services
- Ability to relate positively and courteously to staff, clients and public
- Ability to follow specific instructions and procedures
- Ability to respond effectively and calmly in a crisis situation
- Ability to accurately describe and document observations
- Knowledge of evidenced-based treatment for substance abuse disorders
- Ability to stand, walk, reach, bend, push, pull, lift a minimum of 10 pounds and use stairs

QUALIFYING EDUCATION & EXPERIENCE:

- Master's degree in psychology, social work or counseling
- Licensure by the state of Arkansas in the field of psychology, social work, nursing or counseling AND substance abuse treatment certification or actively seeking such certification
- Knowledge of substance abuse resources
- Five or more years experience in providing direct substance abuse treatment services
- CPR/First Aid Certification and CPI Training

Compensation: This position is a salaried or exempt position with the expectation for full-time employment of a minimum of 45 hours of work weekly. As a treatment position it requires 30-days resignation notice excluding any earned leave.

Entry: \$50,000 Master's level; PhD, \$75,000

Cap: \$70,000 annually for Master's level; \$85,000 annually for Ph.D. level (Salary Cap denotes the maximum salary that will be paid to an employee in this position. Employees at the cap may be given a bonus if qualifying and as approved by the board of directors annually but will not have their salary increased above this cap. This is a salaried, exempt position.)


Employee's signature/Date

- a. What Evidence-Based Program (if more than one please list all) is currently being utilized at the program?
 1. Motivational Interviewing
 2. Matrix Model
 3. Trauma Informed Care
 - b. If not using an Evidence- Based Program, please explain why. Please include a brief description of the outcomes achieved using this model.
 - a. N/A
- (2) How many of your staff has attended the Matrix Model of Intensive Outpatient Alcohol & Drug Treatment training? Please list their names:
 - a. Adam Reynolds
 - b. Andrew Beavers
 - c. English Peterson
 - d. Rachel Crites
 - e. Gary Campbell
 - (3) Do you have a Matrix Key Supervisor? Please list their names:
 - a. Gary Campbell
 - b. Francine Blankenship
 - (4) Has your program implemented the Matrix treatment protocol? Please describe:
 - a. For the past ten years, Recovery Centers of Arkansas' Outpatient Treatment Program has utilized the Matrix Model. We have used the SAMHSA materials: Client's Handbook; and Treatment Companion. Our curriculum incorporates each Early Recovery Skills topic; each Relapse Prevention Skills topic, and each Family Education topic. Recently, we starting using the Hazelden Matrix Model materials provided by the Bureau of Alcohol and Drug Abuse Prevention. Consistent with Matrix fidelity, we use drug-screens and promote outside 12 Step Group attendance. Moreover, we utilize co-leaders, scheduling, charting, and tokens.
 - (5) List the staff members that have completed the Motivational Interviewing training:
 - a. Adam Reynolds
 - b. Andrew Beavers
 - c. English Peterson
 - d. Rachel Crites
 - e. Gary Campbell—Has received certification as Certified Motivational Interviewing Trainer
 - (6) Please describe your program's utilization of this treatment protocol:
 - a. Recovery Centers of Arkansas' Inpatient and Outpatient Treatment Programs utilize the Motivational Interviewing techniques in individual counseling sessions as well as group facilitation. During the past five years, each counselor has received extensive training in Motivational Interviewing during weekly clinical supervision sessions. Moreover, direct observation, role-playing, and written assignments are provided to counselors, of all levels of professional experience, to ascertain thorough understanding of MI strategies, proficiency of MI skills, and fidelity to MI principles.

Monday	Tuesday	Wednesday	Thursday	Friday
8:00 am to 9:00 am Williamsburg Night Worker's House Meeting Adam Williamsburg Clients Only	9:00 am to 10:00 am Seeking Safety HIV and TB Education Recovery Support Options Andrew Interim Services Group	9:00 am to 10:30 am Matrix Model Family Education Group Rachel Open to all OP clients...		9:00 am to 10:30 am Big Book Study and 12 Step Review Andrew Open to all OP clients...
	9:30 am to 11:00 am Big Book Study Adam Open to all OP clients...	5:00 pm to 6:00 pm Williamsburg Day Worker's House Meeting Adam Williamsburg Clients Only	4:00 pm to 4:30 pm Matrix Model Relapse Prevention Group Rachel Open to all OP clients...	
			5:30 pm to 7:00 pm Living in Balance Group English Open to all OP clients...	
	6:00 pm to 7:30 pm Matrix Model Early Recovery Skills and Interim Services Group Andrew Open to all OP clients...			

Clinical Documentation Storage – duplicated in Treatment

Paper treatment records are each to be marked "confidential" and maintained in designated locked locations also marked "confidential". Paper records are maintained a minimum of six years following the end of a contract for the purpose of client follow-up, evaluation of the program and for completion of compliance reviews. Any record that is a part of an unresolved audit, investigation or other legal process is to be maintained until that process is resolved. Administrative electronic data is to be maintained a minimum of ten years and is to be kept in a secure network location. *Note that from April 2015 forward records are maintained as electronic medical records.* Access to these records is limited to employees with a need for such access. Network access is restricted to management, administrative and treatment personnel and is password protected. The Network Administrator is the only personnel with access to all individual passwords and is the only on-site staff with the ability to change passwords. All physical network hardware is maintained in locked and restricted areas to ensure physical security. Individual computers are maintained in locked offices when not in use and are inventoried with Network Services Group identifying tags.

Network activity is monitored by a network engineering contract and is protected at each location by a separate firewall that is also monitored on a daily basis. Configuration management, maintained by the network engineering provider, is reviewed and evaluated annually by the chief financial officer to ensure the organization's hardware, software and related information is properly maintained and to reduce security risks. Access to the installation and changes to software and systems is restricted to the Network Administrator Group, the chief financial officer, and those assigned by the chief financial officer, to ensure proper change management controls are used to modify software applications or systems, patch installs or network upgrades.

Client Signatures in Best Notes — duplicated in

Upon admission, the Treatment Support Staff provides an opportunity for each client to privately choose a personal PIN #. During the client's orientation, part of the orientation encompasses addressing client rights and responsibilities, HIPPA laws, and Federal regulations governing Confidentiality and Drug Abuse Patient Records. The PIN # is a 4 digit number that is chosen in privacy during orientation and protected by the client who should be the only person knowing his or her PIN #. The Treatment Support Staff assists the client in first use of their PIN # as the client is asked to sign Releases of Information for contacts of their choice. The client uses their PIN # to electronically sign and approve both Releases of Information and other documents throughout their treatment episode.

In response to confidentiality laws and in practicing Person Centered treatment, RCA provides the client an opportunity to additionally review completed Intake Assessments, Master Treatment Plans, Staffing Notes, the ASI, and any other assessments of which the client being served can benefit from being a part of developing. This process is finalized with treatment staff making certain that each client has an opportunity to sign each document with his/her personal PIN number.

RCA values clients signing the above documents as an indication that the client was present and actively participated in the development of such documents. Unsigned documentation leaves reason to suspect that the client may not have participated in the development of their treatment plans and or had no opportunity to read and review and give feedback or clarification regarding the accurate assessment of their strengths, needs, abilities, or preferences all assessed in a Biopsychosocial assessment or ASAM based assessment. Bottom line: Clinical staff are always expected to work closely with their clients to assess client's needs and wants and to develop a person centered treatment plan that is specifically designed for that person. By having the client sign these documents on the same day of development, it clearly indicates the client was involved, reviewed, and agreed to sign off with their personal PIN number.

5. Technical Approach and Solutions to Scope of Services (rfq#5.1.5)

A. Executive Summary

Recovery Centers of Arkansas proposes to function as the Primary Contractor to the Division of Aging, Adult and Behavioral Health Services (DAABHS) Region 8 to provide comprehensive Substance Abuse Treatment services as outlined within this Request for Proposal. Recovery Centers of Arkansas has demonstrated the ability to provide and coordinate the delivery of the full array of comprehensive substance abuse treatment services by serving as the primary contractor for DAABHS Region 8 under the current contract expiring September 30, 2021. Recovery Centers of Arkansas subcontracted with providers in Region 8 and statewide to ensure all services required in the previous contract were provided and will continue this process if awarded the contract for this RFP. Within this framework the proposed contract is to provide substance abuse treatment services to eligible individuals in compliance with DAABHS Licensure Standards and DAABHS Rules of Practice and Procedure

Recovery Centers of Arkansas is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) and is licensed by the Division of Aging, Adult and Behavioral Health Services. RCA is governed by a voluntary board of directors whose responsibility includes the development of policies and the oversight of fiscal and programmatic activity. The executive director, Carole Baxter, has over 40 years of experience in the field of behavioral health treatment services including direct experience treating both mental illnesses and substance use disorders. She will provide the day-to-day oversight of the program, providing regular and special reports or plans to DAABHS within designated time frames. She will also serve as the liaison between subcontractors identified herein. Professional, qualified staff serve in key positions with responsibility to implement services as proposed, utilizing evidence-based practices. Staff are certified in CPI, CPR and First Aid who provide treatment-related services. RCA insures that all services will be provided in safe, secure and healthy environments. RCA utilizes a functioning Electronic Health Record compliant with nationally recognized standards to ensure technology capabilities as required by DAABHS. A full array of substance abuse treatment services will be provided as outlined in the RFP to include residential treatment, specialized women's services, outpatient treatment, observational services, interim services and care coordination services. Within the context of each of these services being provided will be the assurance that priority populations will be admitted within the time frames as identified by SAMHSA and the most current version of the DAABHS Rules of Practice and Procedures.

B. How the full array of substance abuse treatment services will be provided

In response to the outlined scope of work delineated in this Request for Proposals, Recovery Centers of Arkansas will continue to provide the comprehensive range of treatment services at multiple locations and utilizing multiple subcontractors, two of which meet the definition of "minority" owned. RCA will provide 51% of the total scope of work under the contract and manage multiple subcontracts to provide the remaining 49% of services. Subcontractors included in this submission are accredited by either CARF, the Council on Accreditation (COA) or the Joint Commission, are registered to do business in the state of Arkansas, are enrolled as a service provider in the Arkansas Medicaid Program and are licensed by the Division of Aging, Adult and Behavioral Health Services. Each will be subject to monitoring visits by

Recovery Centers of Arkansas, both announced and unannounced. Recovery Centers of Arkansas will continue the monitoring process currently in place using monitoring tools to reflect the performance expectations as outlined within this RFP. RCA will notify DAABHS of any deficiencies or performance issues identified as required in this solicitation. DAABHS will be notified within forty-eight (48) hours if a subcontractor is terminated and communicate a plan for how the full array of services will be maintained without that subcontractor. Each sub-contractor with its respective scope of work and anticipated percentage of the total scope of work is as follows:

- i. **Where the array of substance abuse treatment services will be provided**
See listing below of each location where services are to be provided.
- ii. **Services to be provided directly**
See Recovery Centers of Arkansas below to identify what services will be provided directly
- iii. **Services to be subcontracted**
See listing below to see which services are to be provided by which subcontractors

BCD, Inc. - Hoover Treatment Center

3604 West 12th Street
Little Rock AR, 72204
Phone: 501-663-4774
Fax: 501-663-7225
www.bcdinc.org

Residential Treatment Services
Outpatient Treatment Services
Interim Services
14% of total scope of work

Counseling Clinic, Inc.

307 E. Servier St.
Benton, AR 72015
Phone: (501) 315-4224
Toll Free: (877) 926-3820
www.counselingclinicinc.org

Outpatient Treatment Services
Partial Day Program
Adolescent Outpatient Treatment
Juvenile Drug Court Treatment
Services

Family Service Agency

628 West Broadway, Suite 102
North Little Rock, AR 72114
Phone: (501) 372-4242
www.helpingfamiliesfirst.org

Outpatient Treatment
Adolescent Outpatient Treatment
3% of total scope of work

Quality Living Center, Inc.
3925 Asher Avenue
Little Rock, AR 72204
Phone: (501) 663-3490
Fax: (501) 663-3446
www.qualitylivingcenter.org

Residential Treatment
Outpatient Treatment
Interim Services
10.5% of total scope of work

Recovery Centers of Arkansas
9219 Sibley Hole Road
Little Rock, AR 72209
Phone: (501) 372-4242
www.rcofa.org

Residential Treatment Services
Outpatient Treatment Services
Partial Day Program Services
Observational Detoxification Services
Interim Services
51% of the total scope of work

United Methodist Children's Home – Arkansas Cares
2002 Fillmore
Little Rock, AR 72204
Phone: (501) 661-0720
Fax: (501) 687-0839
www.methodistfamily.org

Specialized Women's Services (SWS)
13.5% of the total scope of work

Plan to implement the process of the use of subcontractors

Recovery Centers of Arkansas has in place the process for the use of subcontractors which has been functional for over 10 years with Recovery Centers of Arkansas servicing as the primary contractor for providing substance abuse treatment services in Catchment area 8. As a result of earlier awards, Recovery Centers of Arkansas developed these subcontracts with many providers historically funded by DAABHS to ensure the provision of the full array of required services.

From this Recovery Centers of Arkansas has in place individual subcontractors and a system to monitor the compliance with DAABHS standards and a system to perform billing-to-service audits. Corresponding to the expectations identified in that earlier RFQ, those contracts were reviewed by legal counsel and RCA's independent auditor to ensure that the intent and requirements of the previous solicitation were accurately reflected

Plan to respond to admission requirements including Priority Populations (2.5)

Recovery Centers of Arkansas will serve as a mandatory receiving facility for voluntary admissions and involuntary commitments in compliance with Act 1268 of 1995, or its successor. RCA will have qualified personnel administer a comprehensive assessment to potential clients to determine eligibility for services. This will include a determination of financial eligibility for funding. All assessments will be reviewed subsequently by a supervisory staff to develop and approve a comprehensive treatment plan as per DAABHS licensure standards. Treatment services will be provided within 14 days of receipt of a request for admission by a person identified as being an intravenous drug user. RCA and/or its subcontractors will provide treatment services, as funded by DAABHS within 48 hours for pregnant women who request admission. Priority Populations as identified by the Division of Aging, Adult and Behavioral Health Services will be admitted prior to any other applicant for services. DAABHS will be notified immediately if a priority population client cannot be admitted within the required timeframes. If space is unavailable for anyone requesting admission, interim services will be provided within 48 hours of the request. The American Society of Addiction Medicine (ASAM) criteria will be used to determine when placement in observational detoxification, residential treatment, partial day treatment and outpatient is indicated. Documentation of this assessment will be a part of the client file.

2.2 Minimum Qualifications

Accreditation

Recovery Centers of Arkansas has been nationally accredited for the provision of treatment for substance abuse disorders by CARF for over 23 years with every award since its initial application being issued for three years, the highest possible accreditation status awarded. Each of its subcontractors is accredited through CARF, the Council on Accreditation (COA) or the Joint Commission. Subcontractors are subject to the same accreditation requirements as the primary contractor with compliance for this monitored by the primary contractor.

Compliance with DAABHS Licensing and Rules

Recovery Centers of Arkansas agrees to comply with DAABHS Rules of Practice and Procedures and DAABHS Licensure Standards for Alcohol and other Drug Abuse Treatment Programs Subcontractors are subject to the same licensure requirements as the primary contractor with compliance for this monitored by the primary contractor.

Health and Safety Requirements

Recovery Centers of Arkansas ensures that all service site utilities (gas, electric, water, plumbing, etc.) are maintained in proper working condition with DAABHS notified within 24 hours of any issues with facility utilities.

Technical Requirements

Utilization of Evidence-based Practices

Evidence-based practices are an integral part of services provided by Recovery Centers of Arkansas and its subcontractors. Documentation in client files includes reference to the evidence-based material used which may be educational or informational but will show activities relevant to enhancing the quality of life, prevention of relapse and resiliency and how to achieve successful management of recovery. Services are individualized and client specific as will be evident in the documentation of the services delivered and the treatment plan developed. It will be evident that the client was involved in the development of treatment goals and objectives, the revision of such and in the development of an aftercare plan by the phrasing of goals (the client's own words) and by the signature of the client on that document.

Each RCA employee has a staff development plan monitored monthly and revised annually to ensure certifications such as CPI, First Aid, cultural competency and training in evidence-based practices are current. RCA encourages its staff and subcontractors to access these RCA trainings as well as those offered by UALR/MidSouth Center for Prevention and Trainings, the Arkansas Substance Abuse Certification Board, DAABHS and other local and national training opportunities as a part of their professional development.

In addition to making paid leave available to employees to attend trainings, RCA has two qualified staff who train statewide as well as in-house. Gary Campbell provides Matrix Model and Motivational Interviewing techniques while Carole Baxter provides training on Ethics and Management of Assaultive Behavior. RACA is currently participating in a UAMS research study to facilitate the development of a national consortium to share expert trainers in Evidence Based training. Dr. Geoff Curran, Dr. Jure B are the primary investigators for this research project. RCA offers a minimum of 3 hours of substance abuse continuing education monthly as approved by ASACB. These trainings are open to the public and provided at no charge to RCA staff and its subcontractors. We currently contract with the American Red Cross for provision of First Aid and CPR training to our employees. Practices are used as follows:

- **Trauma-Informed Care** is a strengths-based philosophy and approach to treatment that is based on an understanding that many individuals seeking substance abuse services have a history of trauma. It recognizes the interconnections between addictions and unresolved trauma. Services are based on the needs of the individual and follow the Six Key Principles identified by SAMSHA for Trauma Informed Care: safety, trustworthiness and transparency, peer support, collaboration and mutuality, empowerment, voice and choice, cultural, historical, and gender issues. In-service trainings are offered to RCA clinical staff and will continue to be made available to subcontractors to insure ongoing fidelity to this concept.
- **TCU Mapping** procedures involve the use of material produced by SAMHSA and are primarily used in correctional settings. Much of the material targets anti-social behaviors, criminal thinking, hostility, etc. This evidence-based practice is used by Recovery Centers of Arkansas

in treatment groups when the primary composition of the groups is individuals with criminal-justice system involvement such as those who might be referred through contracts with the Federal Bureau of Prisons or the Arkansas Department of Community Corrections.

- **Motivational Interviewing** techniques are used in both residential and outpatient services offered at Recovery Centers of Arkansas. Outpatient Program Director, Gary Campbell, is trained as a trainer for Motivational Interviewing with documentation of such maintained in his personnel file. In-service trainings are offered to RCA clinical staff and will continue to be made available to subcontractors to insure ongoing fidelity to this concept.
- **Seeking Safety** is used in each of the residential treatment programs referenced in this proposal. It is most emphasized in the Specialized Women's Services. Seeking Safety is a therapy designed to promote safety and recovery for individuals with Post Traumatic Stress Disorders and substance abuse issues. Many of its components are very useful as the basis from which to build trauma informed care and services.
- **Matrix** is a relapse prevention program designed for use in an Intensive Outpatient program. Recovery Centers of Arkansas pulls resources from both the Matrix Model and Gorski in the 9-week Relapse Prevention component of Outpatient Services. To a lesser extent, Gorski's relapse prevention program is used in the residential services.
- **Cognitive Behavioral Therapy** is a technique used in both residential and outpatient treatment, being the theoretical approach upon which the Matrix Model is built.
- **Living in Balance**, as produced by Hazelden, is a workbook utilized primarily in the residential treatment program offered by Recovery Centers of Arkansas.

Credentialing and Qualifications of staff

Recovery Centers of Arkansas' job descriptions each identify specific qualifications required for an applicant to perform identified work. Applicants for employment not meeting those requirements are ineligible for hire. The qualifications include education, experience relevant to the job duties, as well as licensure and/or certification. Verification of education and licensure/certification is maintained in the personnel file. References are checked with documentation of such also maintained in the personnel file. A tickler system is in place to alert the employee and their supervisor of any approaching expirations of licensure or training requirements.

Staffing Quality & Supervision

Once hired, RCA addresses quality of services by providing clinical supervision in compliance with the DAABHS Rules of Practice. A staff development plan is developed at the point of employment and reviewed in conjunction with the personnel file monthly as required by CARF. The plan outlines specifically the trainings required beyond the annual CPI and First Aid/CPR. It includes

training in each of the evidence-based treatment models the employee may be using during the performance of job duties.

Recovery Centers of Arkansas maintains an up-to-date organizational chart depicting lines of supervision and responsibility. Two organizational charts are included in the Appendix: one for RCA as an organization and the second showing the lines of supervision and responsibility relative to this response to the RFP. The overall supervision of the proposed project will be the responsibility of Carole Baxter, M.S., executive director who is licensed and certified by the state as an Alcohol and Drug Abuse Counselor in addition to a state license as a psychological examiner. Other key personnel in this proposed program include licensed or certified professional staff who deliver direct services. Each individual job description includes who the position is supervised by and who (if applicable) the position supervises.

Weekly staff meetings are held with service staff to discuss client progress, discharges, programmatic issues and review treatment plan progress. The Clinical Director at RCA and Program Directors of subcontractors are responsible for the oversight of the service provision within their respective programs.

c. Proposed methods and Evidenced-Based Practices

Screenings are available on-line, in person and via telephone. Intake and assessment services include a more detailed review of a client's strengths, needs, abilities and preferences. This includes, for example, the administration of the Addiction Severity Index and the Mental Health Screening Form to determine the possibility of a co-occurring mental illness. Qualified personnel administer this comprehensive assessment which is subsequently reviewed for the purpose of development of a comprehensive treatment plan as per DAABHS licensure standards or referral to a more appropriate service such as Medial Detox.

Recovery Centers of Arkansas uses the American Society of Addiction Medicine (ASAM) patient placement criteria to recommend an appropriate level of treatment. Because RCA has available CARF-accredited chemical-free living housing, often individuals can be placed in the less costly level of Partial-Day services with this supportive housing rather than the more costly placement into Residential Services.

A determination of DAABHS financial eligibility is also made at the point of this clinical screening and assessment. This further insures that a viable placement option is a part of the initial recommendation to the individual seeking services.

Services are client-centered and strengths-based and family involvement is encouraged. However, due to the pandemic, family involvement in treatment has been limited to zoom meetings or telephone sessions. Family involvement is documented as a part of all treatment

modalities when possible. If family involvement is determined by the clinical staff to be contraindicated, documentation of this is included in the clinical record.

As a final note on the concept of evidence-based treatment: RCA recently participated in a research study being conducted by Dr. Michael Cuccaire at the University of Arkansas for Medical Sciences (UAMS) entitled "Benefits from Intense Referrals to Al-anon and Nar-anon for Concerned Others and their Drug Users in Treatment". RCA was partnered with UAMS on a study in which Dr. Michael Mancino was the primary investigator entitled "Modafinil for Methamphetamine Dependence". Many research partnerships have been paused due to the pandemic however, during this pause, RCA has been particularly active in research by Dr. Jure Baloh at UAMS studying the impact of the pandemic on substance abuse treatment programs. The partnership between RCA and UAMS in developing research to identify the emerging new practices is evidence of the value the organization places on the subsequent use of these practices.

Scope of Services

The comprehensive array of alcohol and/or other drug abuse treatment services provided by Recovery Centers of Arkansas and/or its sub-contractors in conjunction with this response to Request for Proposal include:

Residential Treatment Services

Recovery Centers of Arkansas, along with two of its subcontractors, offers residential treatment services. The programs maintain documented evidence of a pre-admission screening, an intake/assessment which includes financial eligibility and evidence-based screening tools for substance abuse and co-occurring problems. Placement at this level is based on meeting criteria as outlined by the American Society of Addiction Medicine (ASAM) and includes an initial treatment plan and a comprehensive treatment plan. Treatment consists of individual counseling, group counseling, support network involvement, family counseling, psychoeducation, care coordination/case management and discharge/aftercare planning. Drug testing also occurs as a part of the treatment milieu. As per the licensure standards, residential services include a minimum of twenty-eight (28) hours of structured treatment weekly provided over the course of at least six (6) days a week. Room and board is included with residential treatment.

Outpatient Treatment Services

Recovery Centers of Arkansas offers outpatient treatment to those with a need for less structured services than offered through the residential program. Placement here

includes a pre-admission screening and intake/assessment which includes a financial eligibility determination, evidence-based screening tools for substance abuse and co-occurring problems, ASAM-based determination of treatment modality, initial treatment and a comprehensive treatment plan. Services available to those in Outpatient Treatment include individual counseling, family/support network counseling, group counseling, care coordination, psychosocial education and discharge/aftercare planning. Outpatient Treatment may serve as a step-down, continuing treatment for those who began in Residential Treatment. Various levels of intensity are offered as determined by the individualized plan of care. Those include:

Comprehensive Partial Day – 8 weeks (5 days per week, 4 hours per day)

Intensive Outpatient Level – 9 weeks (27 groups and 9 individual sessions)

Outpatient Level – 9 weeks (18 groups and 9 individual sessions)

Relapse Prevention – 9 weeks (9 groups and 9 individual sessions)

Continuing Care Level – as long as requested at no charge for alumni

Partial Day Program Services

Partial Day Outpatient Treatment Services include a pre-admission screening, an intake/assessment which includes financial eligibility and evidence-based screening tools for substance abuse and co-occurring problems. Placement at this level is based on meeting criteria as outlined by the American Society of Addiction Medicine (ASAM) and includes an initial treatment plan and a comprehensive treatment plan. The program consists of four (4) hours per day for five (5) days per week or a minimum 20 hours per week that includes one (1) hot meal a day. Services include individual counseling, group counseling, care coordination/case management, psychosocial education and discharge/aftercare planning.

Specialized Women's Services (SWS)

Specialized Women's Services are subcontracted to United Methodist Children -Arkansas Cares, utilizing the evidence-based Seeking Safety Model. The specialized Women's Services (SWS) program includes documented evidence of a pre-admission screening and an intake/assessment, which includes financial eligibility as well as evidence-based screening tools for substance abuse and co-occurring problems. All children entering

treatment with their mothers will also be assessed. This will include obtaining assessments performed by other agencies and the provision of a referral if appropriate. Admission to the program is contingent upon meeting patient placement criteria as outlined by the American Society of Addiction Medicine (ASAM). An initial treatment plan and a comprehensive treatment plan completed. Services within the SWS program include individual counseling, group counseling, support network involvement/family counseling, substance abuse treatment services, psychosocial education, care coordination and discharge/aftercare planning. Documentation is maintained to verify childcare, transportation, a full range of medical treatment, housing, education/job skills training, family reunification, family education and support and dissemination of house rules. The program provides room, board and laundry facilities and conducts periodic drug testing. Treatment services include a minimum of thirty (30) hours of structured treatment weekly, with employed women required to attend a minimum of fifteen (15) hours of therapeutic services. For purposes of this program, a family is defined by one mother and up to two children under the age of seven (7). Children in treatment with their mother will receive age appropriate therapy and medical treatment, as needed. Documentation is maintained noting contact with children and mothers as per DAABHS Licensure Standards including efforts to involve children of the client living elsewhere. The physical environment, educational and program elements and staff qualifications meet or exceed licensure standards as identified in the most current revision of the DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Program. If placement is not readily available for an individual to be determined to need SWS services, DAABHS will be notified.

Observational Detoxification Services

While Medical Detox will be referred to a licensed detoxification entity as identified by DAABHS, observational detox will be provided by RCA and/or subcontractors. Recovery Centers of Arkansas uses patient placement criteria as established by the American Society of Addiction Medicine as a part of its screening protocol. It maintains evidence of pre-admission screening, intake/assessment, a financial eligibility assessment, evidence-based screening tools for co-occurring disorders and a withdrawal risk assessment and a stabilization plan. Discharge/aftercare planning outlines a plan for ongoing counseling, treatment and/or recovery-oriented support services.

Interim Services

Recovery Centers of Arkansas uses the American Society of Addiction Medicine patient placement criteria to recommend an appropriate level of treatment. Because RCA has

available CARF-accredited chemical-free living housing, often individuals may be placed in the less costly level of Partial-Day services with this supportive housing rather than the more costly placement of Residential Services. Thus, there are seldom individuals who are placed on a waiting list in need of interim services. However, Interim services are offered each Tuesday from 9-10 a.m. Content of interim services include counseling and educational information on seeking safety measures, HIV/tuberculosis, needle-sharing risks, risks of transmission to sexual partners and infants, steps to ensure transmission does not occur and referral for HIV or TB services. Follow-up contact is attempted weekly, rather than every 14 days, for those who are awaiting admission but not availing themselves of interim services with this follow-up attempt documented in the client's electronic health record. See below for excerpt from RCA policy regarding the admission of priority populations as defined by DAABHS.

In treatment slots funded by the Division of Aging, Adult and Behavioral Health Services priority admission is given to the following: IV Drug Users; Clients with the greatest clinical need; Clients from the catchment area specified by the DAABHS; Clients from the state of Arkansas and Clients from other states.

Language service options may be available through the Division of Aging, Adult and Behavioral Health Services for service recipients with Limited English Proficiency. RCA employees responsible for access to services are to notify the executive director when it appears an applicant may not have sufficient skills to communicate detailed information about their substance use history in English. It is the responsibility of the executive director to either secure the accommodation or comply with the organizations procedure for determining the feasibility of the accommodation.

The Treatment Access Manager or designee is responsible for ensuring the waiting list is used to expedite admissions. Interim services are available to those on an active waiting list. RCA staff is to facilitate arrangements to an appropriate facility for an individual in need of crisis services.

Continuing Care Services

The goal of continuing care services is to provide a safety-net for individuals who have accomplished the goals identified in their recovery plan of care. A Continuing Care group is offered at no cost to treatment alumni at the Williamsburg location one night a week for one hour. There is no maximum limit to the availability of this free service to RCA

alumni. All treatment discharges are informed of the group and encouraged to participate for a minimum of 6 months. For those who do not participate in this Continuing Care service, contact is attempted via telephone, texting or e-mail at least once per week in the first two months following discharge from treatment and twice per month in months 3-6 following discharge with reporting provided to DBHS as requested.

Care Coordination

An intensive, individualized care planning and management process will be utilized to ensure the achievement of positive outcomes, coordinating services with other providers as indicated. This wraparound model encompasses a creative as well as structured framework reflective of the unique situations of the individual service recipient. Both residential and outpatient services at RCA include care coordination.

Full coverage for Catchment Area

Services will be available to all counties within the catchment area: Lonoke, Prairie, Pulaski and Saline. As this is one of the more populous catchment areas within the state, the availability of several (seven in total) geographic locations is ideal. While not a part of the scope of this proposal, Recovery Centers of Arkansas also has a physical presence in Lonoke county (facilitating 12-step meetings in Cabot, Lonoke and England either through program alumni or employees who volunteer this service). Recovery Centers of Arkansas agrees to serve as a mandatory receiving facility for voluntary admissions and involuntary commitments in compliance with Act 1268 of 1995, or its successor.

Ability to provide services for clients with Co-occurring Diagnoses

Recovery Centers of Arkansas will conduct a screening on all individuals at the point of admission for the presence of co-occurring disorders using the Mental Health Screening Form III (Modified), following the Administration and Use Guidelines. The completed form will be placed in the client's record with aggregate data reported to DBHS. Services will be coordinated, with appropriate releases of information signed, with other behavioral health providers who may already have an established relationship with clients entering treatment or RCA may facilitate appropriate referrals for those with co-occurring disorders who are not already connected to a behavioral health provider.

It is the mission of Recovery Centers of Arkansas to enable individuals to live free from the abuse of alcohol and/or drugs by providing treatment programming and other professional services within an atmosphere of dignity and respect.

8. Project Management (rfq 5.1.8)

A. Project Management and control Methods

i. Client Outcome Monitoring Procedures

Outcome data is collected at 6 and 12 months post discharge to measure continued sobriety, stability of housing, employment status and involvement in the criminal justice system. This is automatically initiated by the electronic medical record system, Best Notes, used by RCA. Service recipients are e-mailed at the identified times and requested to complete a short-version of the Addiction Severity Index form which is electronically compared to the Addiction Severity Index they completed at the point of admission. This is a new method of measuring outcomes for RCA who previously did this manually, attempting to phone individuals for post-treatment data. As with most changes, there are problems to address, one of which is creating a motivation for clients to respond. The results of this information is reported monthly to the Board of Directors and also reviewed by management staff. Exceptional case reviews are prompted from this for those with either exceptionally successful or poor outcomes.

Another effectiveness measure monitored by RCA is Client Satisfaction. Surveys are conducted monthly to collect feedback from those served relative to: 1) cleanliness of the facility, 2) safety of the facility, 3) effectiveness of the treatment they are receiving, 4) quality of the food they are being served and 5) their willingness to refer others to RCA's program. Feedback from this is reported to the Board of Directors monthly and reviewed by management staff to identify any changes that may be needed.

ii. Administrative Services and Record Keeping Procedures

Recovery Centers of Arkansas will retain records for a period of 5 years after final payment under this contract. Recovery Centers of Arkansas will submit client information through the Alcohol and Drug Management Information System (ADMIS) or other reporting systems as identified by DBHS, prior to the 5th working day for the preceding month. This information will minimally include waiting list duration, admission reports, environmental change reports, discharge reports and continuing care tracking. RCA will allow access to all records, specifically including documentation of services, consents, notifications, receipts, related to this contract at the Division's request in compliance with all state and federal requirements regarding confidentiality. RCA and its subcontractors will provide the Division of Behavioral Health Services access to records, provide reports and respond in a timely manner to inquiries.

Recovery Centers of Arkansas has a fully-functioning, cloud-based, electronic health record system (EHR), Best Notes. All files are electronic with access to those files limited to only those approved for access. Employees providing services are responsible for completion of all documentation for inclusion in a client's health record within one (1) working day of the date of the service. Inherent in the system is the ability to monitor for completion and accuracy of service documentation. The system's security features include this restricted use option for confidentiality. As a cloud-based system, back-up is provided by the company itself as a part of their disaster recovery preparedness. While the Clinical Director has the responsibility to train staff on use of the system and review documentation, RCA has a secondary oversight mechanism through the use of a Clinical Compliance Officer. This position functions independently of the service delivery team and is charged with such quality control measures as content of documentation and billing-to-service audits. Incentives will be provided to subcontractors in the process of obtaining a fully functioning EHR to use Best Notes. These incentives will be based on granting RCA access to their records for compliance, auditing and utilization purpose to facilitate a more efficient quality management and subcontract monitoring process.

RCA will monitor efficiency in monthly reviews of service utilization for itself and each of its subcontractors relative to the overall budget. Computer hardware and software capable of data collection, data processing, quality control and reporting with adaptability to DBHS provided software will be used.

iii. Referral and Admission Procedures

Screenings are available on-line, in person and via telephone. A determination of DBHS financial eligibility is also made at the point of this clinical screening. The screening is reviewed by the clinical director for a preliminary determination of level of care indicated. Recovery Centers of Arkansas uses the American Society of Addiction Medicine (ASAM) patient placement criteria to recommend an appropriate level of treatment.

If at any point in the above process it becomes evident that RCA might not be the best option for services to the applicant, a referral is made to a more appropriate facility. RCA maintains a list of resources of other facilities, only referring to state licensed programs for treatment. RCA facilitates this referral, providing contact information to the applicant and when the applicant is willing, making the call to the more appropriate facility with the client in the RCA office. Examples of when a referral might be made include: an individual who reports having taken what is likely to be a lethal dose of prescription medication prior to entering the facility would be referred for emergency medical care; or an applicant who reports that a spouse is currently in treatment at our facility might be referred to another residential treatment facility in the area.

If RCA or one of its subcontractors is unable to provide immediate treatment services at the level indicated, a person might be placed on a waiting list and given a specific time

that services would be available. Such individuals are made aware of the option to receive at no charge "interim services" at the RCA location in North Little Rock. A plan is developed with that person to include a safe living environment while these interim services are offered.

iv. Discharge Procedures

An exit staffing is completed within one week prior to each scheduled discharge and may be completed at the point of an unscheduled, client-initiated discharge. The plan is individualized and includes identification of appropriate referrals, specific and relevant community resources and how to maintain progress achieved during the course of treatment. This continuing care plan is developed jointly by the client and a member of the treatment staff. A copy of this is provided to the client. It also minimally contains:

- *a summary of client needs that were not treated;
- *establish goal(s) that address the untreated needs;
- *and identify the means by which the goals will be met.

Administrative discharge from RCA may result from offenses determined by management to warrant expulsion. These offenses include but are not limited to:

- *use or possession of alcohol/non-prescribed drugs, including K-2;
- *Behavior threatening to the safety of self or others;
- *Physical/verbal aggression (physical/verbal aggression is defined as any abusive behavior toward another person where physical contact is made, an object is thrown, verbal threats are made or abusive language is used)

Individuals discharged for administrative reasons are provided a written statement explaining a) the reason for the discharge b) the right to request a review of the decision by the program director and c) a copy of the appeal/grievance procedure.

v. Client Grievance Policy and Procedure

Recovery Centers of Arkansas and each of its subcontractors has established client grievance procedures which are communicated to clients at the point of admission for treatment. RCA's policy is:

Grievance Procedure

Any service recipient may file a complaint regarding an RCA practice or staff member. Such complaints should be filed within 5 days of the date the individual has knowledge of the complaint. Such action will not result in retaliation or create a barrier to services. It is desirable that the complaint be in writing. The Client Advocate is available and responsible for assisting in the submission of grievances. Grievances are to be made to the Executive Director with written resolution within 5 days of the receipt of the grievance. The decision of the Executive Director is final.

B. Facilities

Recovery Centers of Arkansas complies with physical plant requirements as specified in DBHS Licensure Standards. Physical plant repairs are done by appropriately qualified persons or technicians. Utilities will be repaired within 72 hours of a determination that a deficiency exists. Phones are answered 24 hours per day, 7 days per week. The number is provided to clients, visible at entries and provided on answering machines. RCA additionally is available electronically through a *contact* connection on its web page. That connection is also posted and made available to clients. The Client Satisfaction Survey completed by service recipients monthly includes two questions, one seeking input on their perception of the safety of the facility where they are being served and another seeking feedback on the cleanliness of that facility. This ongoing feedback is used by management to identify problems. RCA maintenance staff are offered an incentive of 1/12 of 5% of their annual salary when client ratings in these areas are at a prescribed level of positive.

Oasis Renewal Center

Licensed but not funded by the DBHS, The Oasis Renewal Center is Recovery Centers of Arkansas' premiere treatment facility. This 48-acre property offers the best of residential and continuing care addiction treatment in a secluded and upscale environment. Eight buildings comprise this campus. The facility, located at 14913 Cooper Orbit Road in West Little Rock is preferred by professionals who require fewer of the case management services e.g. housing, employment assistance, etc., offered at its other locations. Self-pay and insurance are the primary reimbursement sources for services at this location.

Sibley Hole

Our newest property includes three buildings on 9 ½ acres at 9219 Sibley Hole Road in Little Rock. The larger building is home for our women's residential treatment program, partial day and outpatient treatment for both men and women as well as our business office. The second building is used as a women's halfway house for up to 16 women. The third building is currently used as storage but could be used for expansion of our women's programs in the future.

Williamsburg

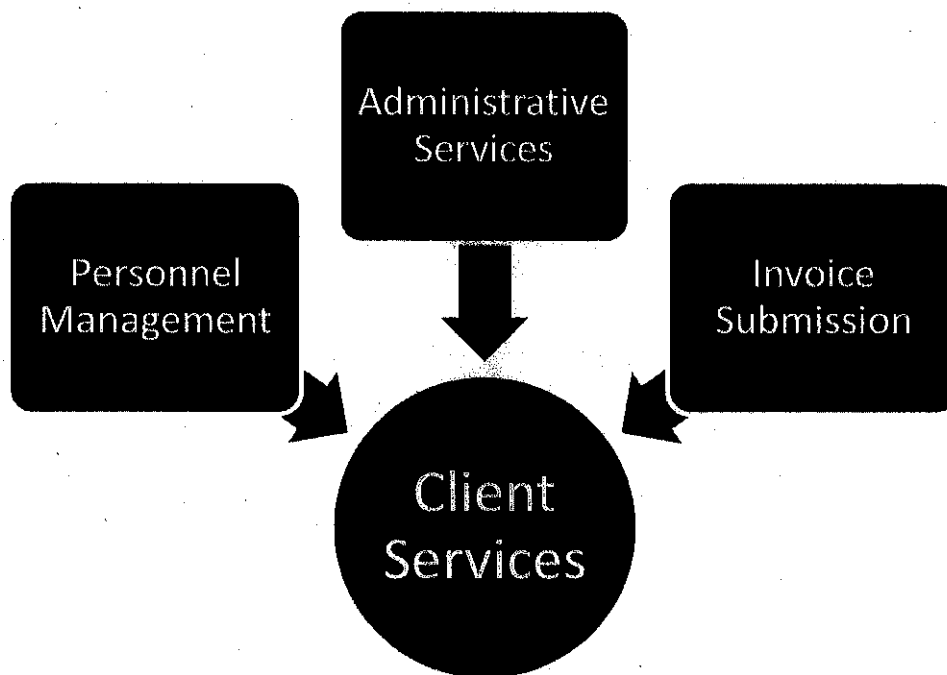
Williamsburg offers multiple levels of outpatient treatment along with a CARF-Accredited half-way house option, if needed. Located at 6301 Father Tribou in Little Rock, it is in close proximity to public transportation and bustling mid-town, making it a perfect environment for individuals in early recovery as they re-enter the work force.

Steeplechase Apartments

Steeplechase Apartments offers 26 one-bedroom or efficiency apartments (all utilities paid) to individuals who are looking for the next step in independent living in a clean, secure and chemical-free environment.

- C. **Flow Chart of Services:** reporting and tracking methods as related to administrative services, personnel management, client services and invoice submission.

Flow Chart Overview



Flow Chart Detail

Administrative Services Reporting and Tracking Steps

1. Billing to Service Audits –monthly
2. Compliance Monitoring – quarterly:
3. Management Meetings – quarterly
4. Annual Report to DAABHS
5. Independent Auditing Report for primary contractor and subcontractors to DAABHS.

Personnel Management Reporting and Tracking Steps

1. Identification of key personnel – August 2021
2. Applicants for employment/volunteers/internships – as needed to be screened for qualification to include background checks and a check of the central registry for maltreatment
3. Current employees – Job description reviewed and signed annually verifying employees meet qualifications as outlined in job description; monthly review of staff development plan to identify any expired license or needed training
4. Quality Compliance Monitoring – monthly review of documentation for quality issues with feedback provided to each employee and supervisor for a corresponding note of appreciation or the development of an improvement plan
5. Performance evaluation of staff maintained in personnel files - annual

Invoice Submission Tracking Steps

1. Data entered – daily as services are performed and minimally by the 5th working day for the previous month
2. Billing to Service Audits – monthly prior to submission of billing to DAABHS
3. Billing – prior to the 10th of the month
4. Reimbursement – mid-month following billing submission
5. Disbursement of payments to subcontractors – within 48 hours of receipt of reimbursement

Client Services

1. Application for services
2. Screening at any location via phone, internet or face-to-face
3. Assessment and placement recommendations which could result in a) admission for services b) placement on a waiting list with interim services offered or c) referral to a more appropriate service provider
4. Treatment with documentation of services according to plan of care
5. Discharge and aftercare services
6. Outcome measures participation

D. Adequate Qualified Staff and Recruiting Process

To ensure required staffing, Recovery Centers of Arkansas has personnel policies stating that “sufficient staff will be employed to meet the needs of the specific programs”. Detailed job descriptions are in place for each position outlining required qualifications and credentials. Job Descriptions are updated annually. A Staff Development Plan for each employee is reviewed monthly to insure employees have current licenses/certifications, trainings such as CPI, CPR, First Aid, training on evidence-based treatment and documentation of clinical supervision, if applicable

(Program Deliverable 3). Evidence of trainings and clinical supervision is maintained in each employee's personnel file.

Employee evaluations are performed annually to address performance of clearly defined expectations. An ongoing system of employee feedback provides more timely praise and clarification of expectations when needed.

RCA has been most successful in its recruiting efforts by posting internal notices which results in a current employee identifying a potentially qualified candidate. RCA may also place notices with applicable certification and/or licensing boards or may utilize electronic recruiting sites such as Indeed.com, Craig's List.

E. Responding to DBH/DBHS Requests

Recovery Centers of Arkansas has internal controls in place to facilitate the management of the proposed project in an effective and efficient manner. The Executive Director will function as the primary link in communications with the Division of Aging, Adult and Behavioral Health Services. Recovery Centers of Arkansas will submit client information through the Alcohol and Drug Management Information System (ADMIS) or other reporting systems as identified by DBHS. This information will include waiting list duration, admission reports, environmental change reports, discharge reports and continuing care tracking data. Client information will be entered no later than the close of business on the fifth working day of the following month. Wait lists and Capacity Management reports will be submitted as directed.

The Executive Director will also be in monthly contact with subcontractors regarding project oversight and coordination. Responsibilities of the director include but are not be limited to data collection, reporting progress, responding to requests by DAABHS and providing timely required reports consisting of but not limited to client information through the DAABHS Alcohol and Drug Management Information System (ADMIS). The executive director, Carole Baxter, will be the primary contact for invoice submission and invoice corrections through the supervision of the Chief Financial Officer of the organization, Chris Robinson. Similarly, Ms. Baxter will be the primary contact for training issues through her supervision of the Executive Assistant, Dawn Smith. Communication is to be accomplished electronically, via fax, by telephone and through the mail. Periodic on-site audits are welcome to ensure that record keeping is in compliance with expectations. The direct phone line to her office is 501-614-4900. Her fax number is 501-372-1801. Her e-mail address is Cbaxter@rcofa.org.

F. Coordination of Services and interacting with necessary parties (subcontractors, court systems, community resources and behavioral health staff

It is the responsibility of the Executive Director to insure that communication with other involved parties occurs regularly. The Executive Director routinely attends quarterly provider meetings as scheduled by DBHS and is an active member in the Substance Abuse Providers Association. Information is communicated to the RCA Board of Directors in formal written reports monthly.

Carole Baxter is responsible for the overall supervision of the project. This is accomplished in part by meetings regularly scheduled with the leadership of each of the subcontractors to discuss utilization, data entry, invoice submission or any significant changes in the professional field. Regular oversight is also provided to the chief financial officer of RCA who is responsible for the invoicing and disbursement of funds. RCA will monitor efficiency in monthly reviews of service utilization for itself and each of its subcontractors relative to the overall budget.

Trainings on evidence based practices and First Aid/CPR are made available to employees of subcontractors at no charge. This is helpful to their employees in obtaining the necessary training they need for their personal licensure/certification as well as helpful to the subcontractor organizations in ensuring a qualified staff for service provision.

The RCA Clinical Director will function as the primary managers of the direct clinical services for this project, supervising the positions of Case Managers, Counselors and Treatment Coaches as diagramed in the Organizational Chart. This position reports directly to the Executive Director.

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.
- 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:

<p>A. Interim Services</p> <p>1. Vendor shall provide interim outpatient comprehensive substance abuse treatment services until an individual is admitted to a substance abuse treatment program. The Vendor must provide and document the provision of Interim Services to individuals placed on a waiting list for entrance to a substance abuse treatment program in their designated catchment area.</p> <p>At a minimum, interim services shall include:</p> <ul style="list-style-type: none"> a. Outpatient comprehensive Substance Abuse treatment services. b. Counseling and education about human immunodeficiency virus (HIV) and tuberculosis (TB); c. Counseling and education about the risks of needle-sharing, the risks of transmission to sexual partners and infants; d. Counseling and education about steps that can be taken to ensure that HIV and TB transmission does not occur; e. Referrals for HIV or TB services, if necessary; f. For sex offenders, interim services must include access to all services under this contract for any person who must, by status and/or court order, register himself or herself as a sex offender under the Ark Code §§ 12-12-905 and 12-12-906, if the individual's assessed community notification level is not higher than a level 2, and the individual would otherwise be eligible for those services. <p>2. The above minimum services specified do not preclude or prohibit provision, at the provider's discretion, of additional counseling and/or education specific to the individual's assessed problems and treatment needs (e.g., information on misused drugs, recovery resources, etc.).</p> <p>3. All requirements for Interim Services identified in the most current version of the DAABHS Rules of Practice and Procedure</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
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<p>must be met. This includes specific criteria outlined for any identified priority population.</p> <p>4. Detailed documentation for Interim Services offerings and administration must be maintained by the Vendor.</p> <ol style="list-style-type: none"> 1. All requirements for Interim Services identified in the most current version of the <i>DAABHS Rules of Practice and Procedure</i> must be met. This includes specific criteria outlined for any identified priority population. 2. Detailed documentation for Interim Services offerings and administration must be maintained by the Vendor. 		
<p>B. Observational Detoxification Services</p> <p>Vendor shall provide services designed to enable the client physically dependent upon alcohol and/or drugs to undergo withdrawal from those substances and a safe environment for the client in the midst of a crisis, the nature of which might lead to harm to the client or others unless the client is not in a controlled environment. The Vendor must ensure access to Observational Detoxification Services to individuals in their designated catchment area.</p> <ol style="list-style-type: none"> 1. Observational Detoxification Services must include documented evidence of pre-admission screening, intake/assessment, which at a minimum includes financial eligibility, evidence-based screening tools for substance abuse and co-occurring problems, American Society of Addiction Medicine (ASAM)-based determination of treatment modality, a withdrawal risk assessment, and a stabilization plan. 2. Clients must be screened prior to admittance to service to determine eligibility and appropriateness of placement. 3. Documentation of vitals and food/fluid intake as indicated in the most current version of the <i>Licensure Standards for</i> 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without</p>

<p><i>Alcohol and Other Drug Abuse Treatment Programs</i>, progress notes, and discharge/aftercare planning are required. The discharge/aftercare planning must outline, at a minimum, referral for ongoing counseling, treatment, and/or recovery-oriented support services.</p> <p>4. Regional Alcohol and Drug Detoxification (RADD) services must be provided by qualified staff as outlined in the most current version of <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>.</p> <p>5. RADD programs must comply with physical plant requirements specific to RADD areas as outlined in the most current version of the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>.</p>		<p>limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>C. Adult Residential Treatment Services</p> <p>Vendor shall provide care to a substance abuse client who is not ill enough to need admission to medical detoxification or observational detoxification, but who needs more intensive care in the therapeutic setting with supportive living arrangements.</p> <p>1. Residential Treatment Services must include documented evidence of a pre-admission screening and an intake/assessment, which at a minimum includes financial eligibility, evidence-based screening tools for substance abuse and co-occurring problems, American Society of Addiction Medicine (ASAM)-based determination of treatment modality, an initial treatment plan, and a comprehensive treatment plan.</p> <p>2. A unit of service shall be a day. Clients must be physically present at the facility for a minimum twelve (12) hours of any day billed. Exceptions require prior DAABHS approval.</p> <p>3. Residential services must be provided</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit</p>	<p>1st incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

<p>seven (7) days per week, twenty-four (24) hours per day and provide:</p> <ul style="list-style-type: none"> • a minimum of twenty-eight (28) hours of structured treatment weekly, • a minimum of five (5) hours daily (Monday through Friday), and • a minimum of three (3) hours daily on Saturday and/or Sunday. <p>4. Individuals in residential treatment services must receive:</p> <ul style="list-style-type: none"> • Individual counseling • Group counseling • Support network involvement/Family counseling • Psychoeducation • Care coordination • Discharge/Aftercare planning • Intake • Room and board <p>5. Residential treatment services may also include periodic drug testing.</p> <p>6. Structured treatment (activities facilitated by a staff member, appropriate volunteer, or representative from an outside agency at minimum may include: intake, individual and group therapy, family counseling, crisis intervention, interdisciplinary treatment services, case management, drug testing, medical care (non-detoxification), and/or "other appropriate services."</p>	<p>any time period for vendor compliance with these deliverables.</p>	<p>place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>D. Outpatient Services</p> <p>Vendor shall provide care to a substance abuse client, family member and/or significant other in an outpatient environment.</p> <p>1. A pre-admission screening and intake/assessment must be performed for all individuals participating in all outpatient treatment services. At a minimum, this includes a financial eligibility determination, evidence-based screening tools for substance abuse and co-occurring problems, ASAM-based determination of treatment modality, initial treatment</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day</p>

Service Line	Program Deliverables	Default Penalties
<p>plan, and a comprehensive treatment plan.</p> <p>2. Individuals in Outpatient Treatment programs must be provided services listed below:</p> <ul style="list-style-type: none"> • Individual counseling • Family/Support network counseling • Group counseling • Care coordination • Psychosocial education • Discharge/Aftercare planning <p>3. Services to all members of the family or significant other may be reimbursed.</p> <p>4. A unit of service shall be fifteen (15) minutes or any part thereof.</p>	<p>(DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>E. Partial Day Outpatient Services</p> <p>Vendor shall provide care to a substance abuse client who is not ill enough to need admission to medical detoxification or observational detoxification but who has need of more intensive care in the therapeutic setting.</p> <p>1. Individuals in Partial Day Treatment Programs must be provided the services listed below, as determined to be medically necessary:</p> <ul style="list-style-type: none"> • Individual counseling • Group counseling • Care coordination • Psychosocial education • Discharge/Aftercare planning 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

	Applicable Performance	Penalty for Insufficient Performance
<ol style="list-style-type: none"> Partial Day Outpatient Services may include periodic drug testing and support network involvement/family counseling. Partial day treatment shall be a minimum of (4) four hours per day for (5) five days per week and must include at least one (1) hot meal a day. A unit of service shall be four hours for partial day treatment. 	<p>deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>F. Case Management Services (Outpatient) Vendor shall provide outpatient programs that implement case management as defined by DAABHS. The Case Management program shall:</p> <ol style="list-style-type: none"> Arrange and facilitate the provision of all services as documented in the treatment plan. Hold regular and as-needed meetings with the client to monitor and reevaluate the individualized comprehensive plan. Hold regular and as-needed meetings with the program staff and others involved in the delivery of services to the client to monitor and evaluate progress. Maintain records of other documentation of all services delivered 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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%)</p>

<p>to the client.</p> <p>5. Develop an aftercare plan with the client prior to discharge.</p>	<p>ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>G. Care Coordination (Residential)</p> <p>1. Vendor shall assist the client and family in gaining access to needed medical, social, educational, and other services. Care Coordination shall be provided using a wrap-around model meeting the American Society of Addiction Medicine (ASAM) criteria and shall include the following activities:</p> <ul style="list-style-type: none"> • Input into the treatment planning process • Coordination of the treatment planning team • Referral to services and resources identified in the treatment plan • Facilitating linkages between levels of care • Monitoring and follow-up activities necessary to ensure the goals identified in the treatment plan are met or revised as needed • Assisting with transitioning between levels of care and/or integrating back 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

Criteria	Acceptable Performance	Damage to Public Health
into the community	DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.	the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
<p>H. Standard of Care The Vendor shall:</p> <ol style="list-style-type: none"> 1. Ensure clients funded by DAABHS meet eligibility guidelines. The Vendor will receive payment from DAABHS for necessary services provided to individuals whose income is at or below one hundred fifty percent (150%) of the Federal Poverty Level as issued in the Federal Register by the Department of Health and Human Services (HHS). The poverty guidelines are also available online at https://aspe.hhs.gov/2021-poverty-guidelines. Income must be evaluated over the course of the last twelve (12) months. 2. Ensure evidence-based practices are utilized. The materials used must be relevant to the prevention served and the modality of treatment. <ol style="list-style-type: none"> a. Evidence-based materials must be selected from the following Substance Abuse and mental Health Services Administration (SAMHSA) link: https://www.samhsa.gov/ebp- 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

Standards	Accreditation	Enforcement
<p>resource-center.</p> <ul style="list-style-type: none"> b. Vendor must ensure that staff providing services have documented training in the identified evidence-based curriculum. c. The clinical documentation in client files must indicate that the evidence-based materials are being implemented appropriately. d. Policies and procedures must be in place regarding the training and continuing education required of staff, as well as the required use of evidence-based programs. <p>3. The Vendor must ensure that treatment services are strengths-based, trauma-informed, holistic, culturally relevant, educational, individualized, and recovery-oriented.</p> <ul style="list-style-type: none"> a. Clients' strengths must be identified during the screening/intake/assessment process. Identification should continue throughout the course of treatment and until the time of discharge. Clinical documentation must reflect that strengths are utilized when appropriate and are considered a key part of the treatment process. b. Treatment must include documented educational/informational activities relevant to enhancing the quality of life, prevention, resiliency, and recovery. c. There must be clear evidence that clients are involved in the development of treatment goals and objectives, revisions of goals and objectives, and in the development of an aftercare plan. d. All documentation must be individualized and client specific. 	<p>any time period for vendor compliance with these deliverables.</p>	<p>place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

<p>e. Aftercare and discharge planning must be individualized and include identification of appropriate referrals to specific and relevant community resources, and specific plans on how to maintain or exceed progress achieved during the course of treatment. The Vendor shall ensure that that discharged clients with such referrals have corresponding appointments upon discharge.</p>		
<p>I. Priority Population</p> <ol style="list-style-type: none"> 1. The Vendor must comply with service provision for priority populations identified by SAMHSA and comply with required timeframes as identified by SAMHSA and in the most current version of the <i>DAABHS Rules of Practice and Procedures</i>. 2. The Vendor must establish policies and procedures to prioritize the following populations in the order listed below: 3. Intravenous drug users must receive services within fourteen (14) calendar days. 4. Clients with the greatest clinical need. 5. Clients from the catchment area as specified by DAABHS. 6. Clients from the state of Arkansas. 7. Clients from other states. 8. Priority populations placed on waiting lists must be offered Interim Services within timeframes established in the most current version of the <i>DAABHS Rules of Practice and Procedures</i>. Interim services must include counseling and education about the risks of HIV, TB, the risks of needle-sharing, risks of transmission to sexual partners and infants, steps to ensure transmission doesn't occur, and referred for HIV or TB services if 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future</p>

	Acceptable Performance	Damage/Insufficient Performance
<p>necessary.</p> <p>9. Interim Services must be made available to all persons on the waiting list to enter a substance abuse treatment program.</p> <p>10. The Vendor must contact an individual receiving Interim Services at least every fourteen (14) calendar days and document efforts to keep the client engaged in seeking treatment services.</p> <p>11. DAABHS must be notified immediately if a priority population client cannot be admitted to the Vendor's program within the required timeframes. DAABHS will assist with locating a clinically appropriate placement.</p> <p>12. Detailed documentation for Interim Services offerings and administration must be maintained by the Vendor.</p> <p>13. The Vendor must ensure access to Residential Treatment Services when indicated as the necessary level of care by ASAM.</p> <p>a. Individuals in need of Residential Care, per Licensure Standards and Rules of Practice and Procedure must be admitted or referred to an available bed within greater than fourteen (14) calendar days of determination of need.</p> <p>14. The Vendor must ensure access to substance abuse treatment services throughout the entirety of the contract period.</p> <p>15. The Vendor shall act as a mandatory receiving facility for voluntary admissions and involuntary commitments in compliance with Act 1268 of 1995 or its successor.</p>		<p>invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>I. Records and Reporting</p> <p>1. In a manner and timeframe prescribed by DAABHS, the Vendor must provide regular and special reports or plans. The Vendor must ensure all reporting information is submitted to DAABHS within designated time frames.</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p>

Performance	Adequate Performance	Damaged or Insufficient Performance
<p>2. All DAABHS-funded services provided by the Vendor and their subcontractor(s) must be entered into the DAABHS Data Information System by the Vendor by the fifth (5th) business day of the following month. This includes services to clients, Admission Reports, Environmental Change Reports, and Discharge Reports. Late submission of required information may result in penalties assessed on future months' payments.</p> <p>3. The Vendor must submit the Wait List and Capacity Management reports as directed by DAABHS. A template of the Wait List and Capacity Management Reports will be provided to each vendor upon award.</p> <p>4. The Vendor must submit an Annual Program Report by June 15th of the preceding contract year. DAABHS will send out the mandatory format to providers no later than April 30th of each year.</p> <p>5. The Vendor must submit an annual independent financial and compliance audit that conforms to the "Guidelines for Financial and Compliance Audits of Programs Funded by the Arkansas Department of Human Services." The copies of all audit reports conducted under these guidelines must be submitted to the Department of Human Services as follows:</p> <ol style="list-style-type: none"> If a Government Auditing Standards Audit is performed, the Audit Report must be submitted within one-hundred twenty (120) calendar days following the fiscal year end of a Provider. If a Uniform Guidance Audit is performed, the Audit Report must be submitted within nine (9) months following the fiscal year end of a Provider. 	<p>provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>The Contractor must document eligibility status in client files one hundred percent (100%) of the time.</p> <p>The Contractor must ensure and maintain a fully functioning Electronic Health Records System. Clients must be able to access treatment providers by phone twenty-four (24) hours a day, seven (7) days a week.</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

Service Location	Availability of Insurance	Disposal for Insurance Performance
<p>Submission is to be made directly to the following:</p> <p>Director of Audits Office of Payment Integrity and Audit (OPIA)- Audit Section Department of Human Services P.O. Box 1437, Slot 270 Little Rock, Arkansas 72203-1437</p> <p>AND email a copy to: ContactDHSAudit@arkansas.gov .</p> <p>An additional copy of the audit must be submitted electronically by e-mail as a Word Document, attachment to DAABHS designated staff member.</p> <p>6. The Vendor must ensure compliance with the DAABHS Incident Reporting Policy, including time frames for submission.</p> <p>7. The Vendor must ensure compliance with any other reporting information requested by DAABHS within the timeframe established for that reporting purpose.</p> <p>8. The Vendor shall participate in trainings and meetings as required by DAABHS.</p>		
<p>J. Staffing</p> <p>1. The Vendor must ensure all services (client-related or non-client related) are provided by appropriate qualified or credentialed persons.</p> <p>2. Staff providing treatment-related services must have current licenses or certifications with supporting documentation located in their personnel file.</p> <p>3. The Vendor must ensure the minimum number of staff providing treatment-related services, or support staff if utilized, have current certification in crisis prevention intervention (CPI), cardiopulmonary resuscitation (CPR), and first aid.</p> <p>4. For detoxification programs, staff</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>The Contractor must employ and retain the number and type of</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

Contract	Performance Standards	Penalty
<p>monitoring clients must be a currently certified RDS, or a RADD Qualified Staff (physician, registered nurse (RN), or licensed practical nurse (LPN)).</p> <p>5. The Vendor must have at least one (1) person on staff certified in Motivational Interviewing for all treatment programs funded by DAABHS.</p> <p>6. Evidence of criminal background checks on all staff with direct contact with clients, or with access to client records, must be in personnel files. Maltreatment background checks must also be completed and in personnel files for any staff with direct contact with adults. Criminal background checks are to be completed upon hire, and at least every five (5) years thereafter. Maltreatment background checks must be completed at least every two (2) years.</p> <p>7. There must be evidence of annual performance evaluations on all staff that have been employed for a year, including contracted staff.</p> <p>8. The Vendor must ensure that staff providing services have documented training supporting their ongoing certification in the identified current evidence-based curriculum treatments. Newly hired staff will have ninety (90) calendar days with ongoing supervision to complete training in the evidence-based curriculum. Evidence of training must be maintained in the personnel file.</p> <p>9. Any staff requiring supervision (e.g. Counselors-in-Training (CITS) based on their certification or licensure must have evidence of on-going supervision.</p> <p>10. All staff, interns, or volunteers must be qualified for their positions or responsibilities based on job-descriptions and must also undergo appropriate background checks relevant to the population served.</p>	<p>staff required to effectively operate all Substance Abuse Treatment Services one hundred percent (100%) of the time. All staff delivering treatment services must be appropriately licensed and/or certified as per the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs, as required by any other regulatory agency, and/or Arkansas State Law.</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>

	Accountability Performance	Non-Compliance Penalties
<p>11. Policies and procedures must be in place regarding the training, continuing education required of staff, as well as the required use of evidence-based programs.</p> <p>12. The Vendor and staff shall participate in trainings and meetings as required by DAABHS.</p>		
<p>K. Subcontractors</p> <p>1. The Vendor may choose to engage subcontractors to assist in providing the full array of services. If the Vendor is unable to provide the full array of services independently, they must engage subcontractor(s) to ensure the full array of services is available. However, the Vendor must provide at least fifty-one percent (51%) of the full array of services.</p> <p>2. Vendor shall :</p> <ul style="list-style-type: none"> • Provide DAABHS with written notification of all subcontractors and the specific services they are providing. • Notify DAABHS within forty-eight (48) hours of the subcontract being implemented in accordance with RFP 1.14 (c). If subcontracts are terminated for any reason(s), Contractor shall notify DAABHS within forty-eight (48) hours with a written explanation as to how the full array of services will be maintained. <p>3. If the Vendor completes the assessment and initial or comprehensive treatment plan for the client and then refers the client to a subcontractor for the direct services, the Vendor must share the assessment and other relevant client information with the applicable subcontractor within twenty-four (24) hours to ensure appropriate treatment services can be initiated in a timely manner.</p>	<p>All the program deliverables must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverables shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following month's 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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a</p>

Service Requirements	Performance	Damages for Insufficient Performance
<ol style="list-style-type: none"> 4. The Vendor and subcontractor(s) must be entered in the DAABHS Data Information System by the Vendor by the fifth (5th) business day of the following month. 5. All subcontractors are subject to the same requirements as the Primary Vendor regarding the contract requirements, national accreditation status, compliance with the most current version of the <i>Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>, and the most current version of the <i>DAABHS Rules of Practice and Procedures</i>. The Primary Vendor will be held responsible for noncompliance on the part of a subcontractor, as the Primary Vendor is accountable for oversight of any/all subcontractor activities. 6. The Vendor must develop and implement a monitoring process for all subcontractors with reviews completed at least quarterly. 		<p>below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>L. Compliance</p> <p>The Vendor shall:</p> <ol style="list-style-type: none"> 1. Determine financial eligibility and conduct the clinical screening/assessment and recommend the appropriate program and level of service for all clients. 2. Maintain national accreditation to provide substance abuse outpatient and residential treatment programs. Acceptable national accreditation includes JCHAO, CARF, and COA. Programs must report any adverse actions taken by accrediting boards to DBHS within seventy-two (72) hours of receipt of finds. A copy of the adverse action and corrective actions plans shall be sent to the DAABHS Treatment Coordinator or designee once approved by the accrediting board. The Vendor must send DAABHS copies of all correspondence 	<p>All the program deliverables must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>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</p>

Package 10 Insufficient Performance		
<p>related to national accreditation within five (5) business days of being sent or received. This shall include national accreditation reporting requirements, including without limitation: Annual Conformation to Quality Reports, Maintenance of Accreditation, or Intra-Cycle Monitoring Profiles (if applicable based on accreditation type). Upon completion of any survey by a national accrediting body, the Vendor must forward final reports to DAABHS immediately upon receipt.</p> <ol style="list-style-type: none"> Maintain compliance with all regulatory agencies applicable to these services and the most current versions of the <i>Division of Aging Adult and Behavioral Health Services (DAABHS) Alcohol and Drug Abuse Rules of Practice & Procedure</i> and the <i>DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>. Maintain enrollment as a service provider in the Arkansas Medicaid Program throughout the contracted term. Inform DAABHS and the Division of Provider Services and Quality Assurance (DPSQA) staff prior to any changes in management staff, contact information, site moves, additional sites, or changes in ownership within five (5) business days. New sites must be inspected and licensed before services are provided. 	<p>determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>total payment for the identified month in which the deficiency took place.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>M. Technology Requirements</p> <ol style="list-style-type: none"> The Vendor must maintain a fully functioning electronic health records (EHR) system. The Vendor must ensure that all required clinical documentation, consents, notifications, receipts, etc., are available upon request. Technology must ensure adequate security, confidentiality, back-up, and disaster recovery preparedness. Any 	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months'</p>

Criteria		
<p>data storage or transmission shall be secure and comply with all state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).</p> <p>4. The Vendor must maintain a twenty-four (24) hour emergency phone number, operable seven (7) days a week for each individual catchment area to assist with emergency situations and access to services. Calls to the emergency line must be answered by live staff. These staff shall provide necessary resources to assist the caller until the next business day. The phone number must be provided to clients, visible at entries, and provided on answering machines. Policies and procedures must be in place outlining the training and management of this process.</p>	<p>Adult and Behavioral Health Services (DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>N. Physical Plant Requirements</p> <p>1. The Vendor must ensure all services are provided in safe, secure, and health environment in compliance with relevant licensure standards set by the Division of Provider Services and Quality Assurance (DPSQA)..</p> <p>2. The Vendor must maintain compliance with all physical plant requirements as specified in the most current version of the <i>Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs</i>. Compliance must include areas relevant to any and all services provided.</p>	<p>All the program deliverable must be met and documented for State Review and for the duration of the contract. The services must be provided one hundred (100%) of the time they are required, as determined by the Division of Aging Adult and Behavioral Health Services</p>	<p>1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request.</p> <p>2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) day</p>

Service Criteria	Performance	Damages for Insufficient Performance ¹
<ol style="list-style-type: none"> 3. The Vendor must ensure that all service site utilities (e.g., gas, electricity, water, plumbing, etc.) are maintained in proper working condition. The Vendor shall notify DAABHS within twenty-four (24) hours of any issues with facility utilities. 4. Physical facility repairs must be completed by appropriately qualified persons or technicians. 5. The Vendor must ensure that all utilities are properly repaired within seventy-two (72) hours of a determination that a deficiency exists (except when repair is responsibility of utility company). 	<p>(DAABHS).</p> <p>This program deliverable shall be evaluated on an ad hoc or periodic basis as determined by DAABHS. DAABHS reserves the right to audit any time period for vendor compliance with these deliverables.</p>	<p>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.</p> <p>3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.</p>
<p>O. Billing</p> <ol style="list-style-type: none"> 1. Vendor shall bill other available payors (e.g., Medicare, Medicaid, insurance provider) first instead of billing the State for services rendered on a fee-for-service basis. If a client is found after the fact to have coverage by a third-party payor for services reimbursed through this contract, DHS may deny or recoup corresponding payment amounts may be denied or recouped from future billing. 2. Additionally, Vendor shall demonstrate ongoing staff development and recruitment processes to ensure good stewardship of state and federal funds. 	<p>The Vendor must bill available payors instead of billing the State on a fee-for-services basis. The Vendor must comply with this requirement one hundred percent (100%) of the time.</p>	<p>In each instance that the State finds that it was billed on a fee-for-service basis for the rendering of services that would have been billable to another payor, the State shall assess a damage equal to one hundred fifty percent (150%) of the amount billed to the State that should have been billed to a different payor.</p>

Performance Criteria	Acceptable Performance	Deficient Performance
<p>P. Mandated Reporting</p> <p>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 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 cause to suspect that:</p> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>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.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>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.</p> <p>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</p>	<p>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.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 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 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. <p>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</p>

Service Criteria	Acceptable Performance	Unacceptable Performance
employees and agents are mandated reporters.		file and contract termination.
<p>Q. Conflict of Interest Mitigation</p> <p>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.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>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.</p>
<p>R. Transition Planning</p> <p>Ninety (90) calendar 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.</p> <p>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) calendar days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) calendar days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) calendar days following the contract end date.</p>	<p>The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>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 the all elements of the transition are satisfied as determined by DHS.</p>
<p>S. Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.):</p> <ol style="list-style-type: none"> Contractor shall cooperate with DHS requests for information and 	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent</p>	<ol style="list-style-type: none"> For each failure to meet performance standard, DHS may impose:

		Penalties for Insufficient Performance
<p>documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request.</p> <p>2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).</p> <p>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.</p>	<p>(100%) of the time.</p> <p>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.</p>	<p>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</p> <p>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.</p> <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>In addition to the above, Contractor shall be responsible</p>

Performance Standard	Performance Standard	Penalty
		<p>for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents.</p> <p>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.</p>

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.

ⁱ 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.

ⁱⁱ 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. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS, is required to be submitted with the respondent's proposal.

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

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

Legal Considerations

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

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

Financial Terms of the Contract

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

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

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

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

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

covered by this agreement.

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

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

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

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

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

Terms of Payment/Billing

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

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

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

Procedure on Expiration or Termination

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

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

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

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

Termination Claims

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

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

Contractor

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

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

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

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

Force Majeure

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

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

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

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

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

Public Disclosure

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

Inspection of Work Performed

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

Subcontracts

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

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

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

- The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

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

Audit Requirement:

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

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

Indemnification

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

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

Assignments

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

Waiver

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

Department Property

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

Use and Ownership of Software

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

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

Contract Variations

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

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

Attorney's Fees

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

Liability

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

Records Retention

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

Access to Contractor's Records

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

Ownership of Documentation

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

Disclosure

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

Set-Off

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

State and Federal Laws

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

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

Accessibility Act 1227 of 1999

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

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

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

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

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

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

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

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

Employee Background Requirements

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

Prohibition Against Contingent Fees

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

Compliance with Department Policy Issuances

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

Relinquishment

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

Entire Contract

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

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

Survival of Rights and Obligations

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

Notices

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

9219 Sibley Hole Road

(address)

Little Rock AR 72209

Attention:

Carole Baxter

(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: Mary Kathryn Williams, CPO
618 N Main St
Little Rock, AR 72203-1437

Severability of Provisions

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

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

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

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- ☐ where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

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

Certification Regarding Employment Practices

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

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

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

Contract #: 710-21-0018



STATE OF ARKANSAS SERVICES CONTRACT

Contract #	710-21-0018	Federal ID#	71-0355160
Service Type	Technical and General Services (TGS) <input checked="" type="checkbox"/>	Procurement Method	

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

Department No. & Name	0710 - Arkansas Department of Human Services
Division	Choose Division or Office

Contractor Name	Recovery Centers of Arkansas, Inc.		
Contractor Address			
Contractor Number	710-21-0018	Minority/Women Owned Business	<input type="radio"/> Yes <input checked="" type="radio"/> No

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

Purpose it to provide Comprehensive Substance Abuse Treatment Services (CSATS) within designated catchment areain the state of Arkansas. Scope and objectives to evaluate performance are within the Technical Proposal of this document.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 12/01/2021, and shall continue until 12/01/2022, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from 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.

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 12/01/2028 (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:

Detailed in Section 4 of the General Contractual Requirements

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:

Detailed in Section 4 of the General Contractual Requirements

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: \$ 94,282,898.00 (**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: \$ 5,656,973.88 (**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.

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

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation 710-21-0018 (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

- A. Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

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

- B. For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

- C. For Cause.** The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase

agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to 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 | |
| 4. 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

Contract #: 710-21-0018

i. the other party's receipt of it, or

ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

Carole Baxter

Executive Director

Name

Title

(501) 614-4900

cbaxter@rcofa.org

Telephone#

Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

Francine Blankenship

Cheif Operating and Compliance Officer

Name

Title

(501) 614-4907

fblankenship@rcofa.org

Telephone#

Email

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

Chris Robinson

CFO

Name

Title

(501) 614-4916

crobinson@rcofa.org

Telephone#

Email

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 OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

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

CONTRACTOR AUTHORIZED SIGNATURE

DEPARTMENT AUTHORIZED SIGNATURE

Carole Baxter

Printed Name

Executive Director

Title

9219 Sibley Hole Rd
Little Rock, AR 72209

Address

Printed Name

Title

Arkansas Department of Human Services
PO Box 1437 Slot
Little Rock, AR 72203-1437

Address

Signature

Signature

08/10/2021

Date

Date

Attachment #1

CERTIFICATION OF CONTRACTOR

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

A. "I, Carole Baxter Executive Director
(Contractor) (Title)

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

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

DCFS
FPP

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

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.

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 boycott Israel

Attachment #2**Calculation of Compensation****Calculation of Compensation** (for Professional & Consulting Service Contracts Only):

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

TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			\$ 0.00

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

TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expense reimbursement: \$ 0.00

Annual Contract Amount: _____

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

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

TOTAL SERVICES			\$ 0.00

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

TOTAL COMMODITIES			\$ 0.00

Total services inclusive of commodities: \$ 0.00

Annual Contract Amount: _____

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.

Identify Source of Funds					
					%
					%
					%
					%
					%
					%
				\$ 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.

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Division of Aging Adults & Behavioral Health Service [REDACTED] ("**Covered Entity**") and Recovery Centers of AR ("**Business Associate**") enter into this Business Associate Agreement ("**BAA**") as of ("**Effective Date**") 12/01/21

Covered Entity and Business Associate agree that under 710-21-0018 entered into by Covered Entity and Business Associate (the "**Agreement**"), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. DEFINITIONS

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

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

- 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.

- 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.

IV. TERM, TERMINATION AND DAMAGES

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

V. INDEMNIFICATION

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

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: Recovery Centers of Arkansas

Signed:

Carole Bapf

Title:

Executive Director

Date:

8-10-21

COVERED ENTITY

Division of Aging Adults & Behavioral Health Services



Signed:

Title:

Date:

Appendix A: Business Associate Contact Information

Business Associate Primary Contact:

Name: Carole Baxter
Title: Executive Director
Address: 9219 Sibley Hole Road
City: Little Rock
State: AR
Phone: 501-614-4900
Fax: 501-372-4611
Email: cbaxter@rcofa.org

Business Associate Secondary Contact:

Name: Francine Blankenship
Title: Cheif Operations and Compliance Officer
Address: 9219 Sibley Hole Road
City: Little Rock
State: AR
Phone: 501-614-4907
Fax: 501-372-1801
Email: fblankenship@rcofa.org

DAABHS Substance Abuse Treatment Services
Catchment Area MAP



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) Unequal access to information – 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) Biased ground rules – 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).