

# PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Valley Behavioral Health Systems LLC dba Valley Behavioral Health Systems				
Address:	10301 Mayo Drive				
City:	Barling	State:	AR	Zip Code:	72923
Business Designation:	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input 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 #: _____ * See Minority and Women-Owned Business Policy					
PROSPECTIVE CONTRACTOR CONTACT INFORMATION					
Provide contact information to be used for RFP solicitation related matters.					
Contact Person:	Andrea Wilson	Title:	CEO		
Phone:	479-494-5700	Alternate Phone:			
Email:	andrea.wilson@valleybehavioral.com				
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 RFP Solicitation for additional information.</i>					
ILLEGAL IMMIGRANT CONFIRMATION					
By signing and submitting a response to this RFP Solicitation, Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants and <b>shall not</b> employ or contract with illegal immigrants during the term of a contract awarded as a result of this RFP.					
ISRAEL BOYCOTT RESTRICTION CONFIRMATION					
By checking the box below, Prospective Contractor agrees and certifies that they do not boycott Israel and <b>shall not</b> boycott Israel during the term of a contract awarded as a result of this RFP.					
<input type="checkbox"/> Prospective Contractor does not and <b>shall not</b> 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 RFP Solicitation may cause the Prospective Contractor's proposal to be rejected.

Authorized Signature:  Title: CEO  
 Printed/Typed Name: Andrea Wilson Date: 03/10/2022

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:** Office of Procurement  
**DATE:** February 14, 2022  
**SUBJECT:** 710-22-0007 Comprehensive Residential Treatment/Sexual Rehabilitative Program

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

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

**CHANGE OF SPECIFICATIONS**

- IFB, page 12, Section 2.4.5.F, delete and replace with the following:

Requirements in IFB Section 2.4.6 (F-W) apply to both acute and sub-acute care.

- IFB, page 14, Section 2.4.6.U, delete and replace with the following:

The Contractor shall provide for discharge of youth from the program. The Contractor shall produce a letter of recommendation for the mental health treatment team to review. Discharge summaries may be provided at the date and time of discharge to the DCFS family service worker.

- IFB, page 14, Section 2.4.6.W, delete and replace with the following:


In rare circumstances, a client may need one-to-one treatment. Contractor shall submit a written request to DCFS for authorization prior to providing services along with a copy of physician orders. DCFS reserves the right to deny or approve requests for one-to-one treatment. If one-to-one treatment is provided, the Contractor shall not bill more than the hourly rate of non-licensed direct care staff for one-to-one treatment.

**ADDITIONAL SPECIFICATIONS**

- **ATTACHMENT J**, add Certification of Compliance to the list of attachments.

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 any questions, please contact: Buyer's name, Buyer's email address and phone number.

  
Vendor Signature

3/10/22  
Date

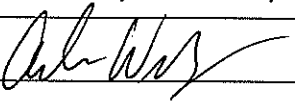
Valley Behavioral Health System  
Company

***BID RESPONSE PACKET***  
***710-22-0007***

## **SECTION 1 - 4 VENDOR AGREEMENT AND COMPLIANCE**

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

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

<b>Vendor Name:</b>	Valley Behavioral Health Systems LLC dba Valley Behavioral Health Systems	<b>Date:</b>	03/10/2022
<b>Authorized Signature:</b>		<b>Title:</b>	CEO
<b>Print/Type Name:</b>	Andrea Wilson		

## **MINIMUM QUALIFICATIONS**

*Please select one of the following:*

☒ Currently providing CRT and/or SRP services. Contract Number: 4600048744

If the Respondent currently provides Acute, Subacute, or Sexual Rehabilitative services for Arkansas Department of Human Services, the Respondent may check the box above and provide contract number(s) in lieu of submitting each item detailed in 2.2 Minimum Qualifications A-G.

☐ Not currently providing CRT and/or SRP services. Submit the following information:

If the Respondent does not currently provide Acute, Subacute, or Sexual Rehabilitative services for Arkansas Department of Human Services, the Respondent shall:

- A. Contractors providing acute care **must** be licensed by the Arkansas Department of Health (ADH). For verification purposes, prospective contractor must submit copy of licensure.
- B. Contractors providing sub-acute care must be licensed by the Arkansas Department of Health (ADH) or by the Division of Child Care and Early Childhood Education (DCCECE). For verification purposes, prospective contractors must submit copy of licensure.
- C. Contractors providing sexual rehabilitation services **must** be licensed under Arkansas law for the independent practice of social work or counseling to provide all diagnosis, evaluation, and therapy. Personnel providing direct client service **shall** have a current Arkansas license and degree in one or more of the following: psychology, psychological examiner, licensed associate counselor under appropriate supervision, licensed professional counselor, licensed master social worker under appropriate supervision, licensed certified social worker, licensed psychologist, or psychiatrist. For verification purposes, prospective contractor **must** submit copy of licensure, with bid submission, for all personnel providing sexual rehabilitation services.
- D. All facilities must be certified by Joint Commission on Accreditation of Healthcare Organization (JCAHO), or Commission on Accreditation of Rehabilitation Facilities (CARF), now known as Rehabilitation Accreditation Commission, or the Council on Accreditation (COA). For verification purposes, Prospective Contractor **must** submit copy of certification.
- E. Contractors must be currently enrolled as a Medicaid Provider. For verification purposes, Prospective Contractor **must** submit current Medicaid Provider ID number: \_\_\_\_\_
- F. The Contractor **shall** be registered to do business in the State of Arkansas. For verification purposes, Contractor must submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- G. The Contractor **shall** maintain a copy of the current Arkansas license/certification of staff who are required by state laws, rules, or regulations to be licensed. These licenses **shall** remain current throughout the duration of the contract.

**OFFICIAL BID PRICE SHEET****710-22-0007 Comprehensive Residential Treatment/Sexual Rehabilitative Services**

*Bidder may only include pricing for each category of service that bidder can currently provide. In the event that Medicaid rates are applied, contractor must invoice the Arkansas Medicaid rates based on the date of service according to the current fee schedule.*

**Category 1: Acute Care - CRT**

*Please insert a dollar amount for Option A or check the box for Option B. Option A is a set daily rate at which services may be invoiced through the duration of the contract. Option B is the Arkansas Medicaid rate that fluctuates based on the date of service.*

<u>OPTION A</u>	
Per Diem Rate	<input type="text"/>

<u>OPTION B</u>	
Medicaid Per Diem with W3 Specialty	<input checked="" type="checkbox"/>
Default Rate	

**Category 2: Sub-Acute/Psychiatric Residential Care - CRT**

*Please insert a dollar amount for Option A or check the box for Option B. Option A is a set daily rate at which services may be invoiced through the duration of the contract. Option B is the Arkansas Medicaid rate that fluctuates based on the date of service.*

<u>OPTION A</u>	
Per Diem Rate	<input type="text"/>

<u>OPTION B</u>	
Medicaid Per Diem with W3 Specialty	<input checked="" type="checkbox"/>
Residential RTU Rate	

**Category 3: One-to-One Attendance - CRT**

*Please insert pricing for one-to-one therapy. Category 3 will not be considered in low price determination. Rate must not exceed the Arkansas Medicaid Rate for Outpatient Qualified Behavioral Health Professional.*

Hourly Rate	\$ <input type="text"/>
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**Category 4: Sexual Rehabilitation Services**

*Please insert a dollar amount for Option A or check the box for Option B. . Option A is a set daily rate at which services may be invoiced through the duration of the contract. Option B is the Arkansas Medicaid rate that fluctuates based on the date of service.*

<u>OPTION A</u>	
Per Diem Rate	\$ <input type="text"/>

<u>OPTION B</u>	
Medicaid Rate	<input type="checkbox"/>



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**Policy Title:** Equal Employment Opportunity

**Policy Number:** HR - 030

**Effective Date:** September 1, 2015

**Updated Date:** October 1, 2020

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**Policy:**

It is the policy of the Company to provide equal employment opportunity to all employees and applicants for employment regardless of any individual's race, creed, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, age, physical or mental disability, and genetic information unrelated to the individual's ability to perform essential functions of a particular job; status as a military veteran or qualified disabled veteran; or any other characteristic protected under applicable state, federal and local laws.

Additionally, it is the company's policy to provide promotion and advancement or transfer opportunities, compensation, participation in training or educational activities or programs, discipline and termination in a nondiscriminatory fashion.

## **BUSINESS ASSOCIATE AGREEMENT**

Arkansas Department of Human Services, Division of Children and Family Services (“**Covered Entity**”) and Valley Behavioral Health Systems, LLC dba Valley Behavioral Health Systems (“**Business Associate**”) enter into this Business Associate Agreement (“**BAA**”) as of (“**Effective Date**”). 07/01/22

Covered Entity and Business Associate agree that under 4600048744 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: Valley Behavioral Health Systems, LLC dba Valley Behavioral Health Systems

Signed:



Title: CEO

Date: 03/10/22

COVERED ENTITY Division of Children and Family Services

Signed:

Title:

Date:

**Appendix A: Business Associate Contact Information**

**Business Associate Primary Contact:**

**Business Associate Secondary Contact:**

Name: Andrea Wilson

Name:

Title: CEO

Title:

Address: 10301 Mayo Drive

Address:

City: Barling

City:

State: AR

State:

Phone: 479-494-5700

Phone:

Fax: 479-494-5777

Fax:

Email: andrea.wilson@valleybehavioral.com

Email:

**SEXUAL REHABILITATIVE PROGRAM**  
**COMPREHENSIVE RESIDENTIAL TREATMENT SERVICES**  
**Certification of Compliance with Performance Indicators**

Contractor's Name: Valley Behavioral Health Systems LLC dba Valley Behavioral Health Systems

Contract Number: 460004874

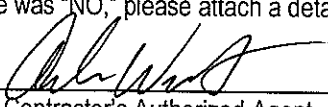
The undersigned Contractor hereby certifies that it is in compliance with the goals and performance indicators as specified within its current Fiscal Year contract to the best of its knowledge. The Contractor makes the following further specific certifications for the billing period 07/01/2022 thru 06/30/2023:

<b>PROGRAM DELIVERABLE I:</b> To provide intensive, in-patient, psychiatric and medical Sexual Rehabilitative Program services to clients in the custody of the Department of Human Services (DHS) who have been assessed and determined to require intensive psychiatric services in a Sexual Rehabilitative Program. The program shall meet the requirements stated in the Minimum Licensing Standards for Child Welfare Agencies, section 600 incorporated herein by reference. Licensed personnel qualified under Arkansas law for the independent practice of social work or counseling shall provide all therapy. Competent and qualified person(s) providing direct client service shall have a current Arkansas license and degree in one or more of the following: psychology, psychological examiner, licensed associate counselor under appropriate supervision, licensed professional counselor, licensed master social worker under appropriate supervision, licensed certified social worker, licensed psychologist or psychiatrist.				
1. The Contractor shall provide services solely to clients who have been prior authorized by APS Health Care Midwest through the Medicaid Certificate of Need (CON) process established by Medicaid (Division of Medical Services) or written approval from the Manager of the DCFS Specialized Placement Unit (SPU).	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
2. The Contractor shall develop and implement an individualized plan of care based on the recommendations of the psychosexual report.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
3. The Contractor shall perform a psychological and medical need assessment for each DHS/DCFS client admitted to the program.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
4. The Contractor shall maintain progress reports for each client admitted for placement.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
5. The Contractor shall review and update each client's individualized case plan as necessary, but at least once every ninety- (90) days.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
6. A DHS/DCFS client shall not be discharged without DHS/DCFS approval. The Contractor shall submit a written 30 day notice of discharge to the placing county and the Specialized Placement Unit (SPU).	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
7. The Contractor shall be licensed by the Joint Commission on Accreditation of Hospital Organizations (JCAHO) or the Commission on Accreditation of Rehabilitation Facilities (CARF) now known as Rehabilitation Accreditation Commission. Contractor shall also comply with the standard certification process developed by APS Health Care Midwest, and with any subsequent standards for sex offender treatment programs promulgated by the Department of Human Services.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
8. The Contract shall maintain monthly contact by phone, fax, letter, or in person with the referring DCFS Family Service Worker and the client's family. The Contractor shall initiate, sustain, and document involvement with the client's family and assigned DCFS Family Service Worker to discuss the client's progress, continuing needs and any problem areas, and shall document what was discussed at the conference and any recommendations, conclusions, or decisions made. This is not required when the court has relieved the youth's parents/guardian of any responsibility or authority for the youth	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
9. The Contractor must work with DCFS Family Service Worker and the client's family to develop and implement a written visitation plan.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		
10. The Contractor shall assure that the client's service needs including routine medical needs are met on a daily basis covering immediate and preventative care (appointment and transportation). a) The Contractor shall ensure that any needed psychotropic medications are administered and monitored by appropriately licensed personnel. b) The Contractor shall maintain records which document that the needed medical treatment or other care was provided and shall include all presenting problems, medical symptoms, physician identification, diagnosis, prognosis, treatment protocols, listing of all funding sources, and proof of compliance with physician orders. c) The Contractor shall cooperate with DCFS to, seek, facilitate and document that Medicaid funds for any and all eligible services were sought for all DCFS clients that were Medicaid eligible.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>		

11. Contractor shall adhere to DCFS Family Service Policy and Procedure Manual, Procedure VI-C4, incorporated herein by reference in maintaining the Medical Passport (medical and psychological history) for each DCFS foster child in placement. NOTE: It is the responsibility of the DCFS worker assigned to the child to originate the passport and provide to the Contractor at time of placement. Contractor should document receipt of passport. If not readily available, documentation within 10 days that it has been received, or requested from caseworker.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
12. Contractor shall be responsible for ensuring that the youth's educational needs are met by developing an individual education plan for each client. The Contractor shall initiate, supervise and document an individual education plan and shall ensure that educational services are provided in compliance with Arkansas and federal law including Department of Education (DOE) rules and regulations.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
13. The Contractor will provide a secure environment that protects the public, staff and residents. The Contractor shall maintain sufficient staff as stated in the <u>Minimum Licensing Standards for Child Welfare Agencies</u> , section 620. The Contractor shall provide 24-hour awake supervision (staff is not asleep during the time he/she is responsible for supervision of clients) of DCFS clients referred to the facility.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
14. The Contractor shall adhere to the Department of Human Services Incident Reporting Policy No. 1090 incorporated herein by reference. In the event of a runaway, the Contractor shall strictly follow DHS Incident Reporting Policy No.1090 in one hundred percent (100%) of the cases. The Contractor shall notify law enforcement in the youth's home county or local county where the youth is believed to be and the youth's parents or guardians. For all other incidents, the Contractor shall complete Incident Report and fax (501-682-8991) to DCFS within twenty-four (24) hours of the incident and follow-up with hard copy. Any incident involving death, life-threatening injury, runaway, or an incident which may be reported in the media, shall be immediately, within ten (10) minutes, reported to DCFS by phone during regular business hours, Monday through Friday and after hours and holidays to DCFS identified 24 hour phone line (1-800-482-5964) with a written report submitted by fax on the same day and followed by a hard copy.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
15. The Contractor and its agents shall pursue all legal remedies, including filing criminal charges in a court of competent jurisdiction, against a client who has committed any delinquent act unless the Contractor or its agents can demonstrate that such action would be therapeutically counter-indicated.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
16. The Contractor shall notify the Child Abuse and Neglect Hotline (1-800-482-5964) of one hundred percent (100%) of the cases of suspected abuse or neglect, as required by state law and DHS policy. The Contractor shall notify DCFS by the next business day of all reports of suspected abuse or neglect involving youth referred by or in the custody of DHS.	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
<p>17. Treatment will be provided to enable the child to successfully return to his home, school, and community or another appropriate placement.</p> <p>1. The Contractor shall notify and provide a written discharge summary report to all specified parties of client's discharge date in one hundred percent (100%) of the cases. Discharge of a child from the program shall be planned. The discharge summary shall be submitted to the placing DCFS county office 30 days prior to the discharge date and at a minimum contain:</p> <ol style="list-style-type: none"> <li>Identifying data</li> <li>Reason for admission and diagnosis</li> <li>Family and Social History</li> <li>Psychiatric, behavioral, medical, emotional and education history</li> <li>Placement history</li> <li>Progress/accomplishment of sexual offender treatment goals</li> <li>Risk level for re-offending</li> <li>Aftercare plans: <ol style="list-style-type: none"> <li>mental health, educational, medical, and social referrals and follow-up</li> <li>discharge medications</li> <li>educational recommendations</li> <li>specific placement recommendation</li> </ol> </li> </ol> <p>Signed and dated by therapist or program director</p> <p>The only exception to the planned discharge in Program Deliverable 7 is an emergency discharge. An appropriate placement must be available to which the client can be moved. If an appropriate placement is not available, the program must hold the child until placement is available. The following written documentation shall be provided:</p> <ul style="list-style-type: none"> <li>Specific behavior supporting the conclusion that the child is a danger to himself or others;</li> <li>Internal options that were explored;</li> </ul> <p>Waiver request made to the Specialized Placement Unit (SPU). If SPU staff is not available, the Assistant Director, Community Services, is to be contacted at 682-8541 (if after hours, holiday or weekend, call should be made as soon as possible on the next working day).</p>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

18. The Contractor shall furnish a copy of all reports required within the time frames specified by DCFS				
<b>1. Annual Reports</b> A. A report detailing an independent fiscal audit, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program shall be submitted to the Fiscal Audit Section of the Office of Chief Counsel, Department of Human Services, at the end of each contract period. B. A written summary that includes measurable results of the performance indicators shall be provided to the Division no later than thirty (30) days prior to the end of the contract.			<b>YES</b> <input checked="" type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>2. Monthly Reports</b> A. The Contractor shall, by the 10 <sup>th</sup> working day of the month, for the preceding month, furnish to the DCFS Specialized Placement Unit a monthly report containing the following: 1. List of youth referred for placement into the services purchased by DCFS and/or Medicaid, by source of referral noting clients accepted for placement and those not accepted with the reason why. 2. Name of youth discharged from the program, including the dates of admission and discharge. 3. For youth discharged from the program: a. Date that DCFS received notice of discharge and copy of discharge summary b. Placement that the client was discharged to (e.g. home, another residential treatment facility, or DCFS facility). B. The Contractor shall submit monthly certificate of compliance with Performance Indicators certifying that: 1. Case files have been reviewed to determine that all clients served have written authorization from DCFS and that the billings with certifications were submitted within the specified timelines. 2. Tests meet generally accepted medical and psychiatric standards as stated in American Psychological Association Standards incorporated herein by reference. 3. Individual education plans have been developed and treatment services and medical records have been maintained. 4. Due diligence has been exercised in qualifying DCFS clients for Medicaid including Certificates of Needs (Con's). 5. Incident reporting is in compliance with DHS Policy No. 1090. 6. Compliance with procedure for discharge of all youth referred by or in DCFS custody.			<b>YES</b> <input checked="" type="checkbox"/>	<b>NO</b> <input type="checkbox"/>
<b>19. BILLING/REIMBURSEMENT:</b> Monthly billing will be submitted to SPU by the 10 <sup>th</sup> day of the following month. Attached to the billing will be a monthly summary of clients served by each program and certification of compliance. The monthly summary will identify the client by name, social security number, and Medicaid number. The billing will clearly identify the number of units for each client served by the specific program (e.g. residential treatment). DCFS will not be responsible for billing received outside this timeframe, but will consider each case on an individual basis. Invoices should be developed on-line through the PROVIDER INVOICE ENTRY at <a href="https://DHS.arkansas.gov/wa_PIE/Login.aspx">https://DHS.arkansas.gov/wa_PIE/Login.aspx</a> . Only signed original invoices will be accepted.			<b>YES</b> <input checked="" type="checkbox"/>	<b>NO</b> <input type="checkbox"/>

The Contractor certifies by the signature of its authorized agent that the foregoing statements are true. For any statements for which the response was "NO," please attach a detailed explanation as to why the deviation occurred.

  
Signature of Contractor's Authorized Agent

Date: 03/10/2022



## 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:

TAXPAYER ID NAME:

**Goods? Services? Both?**

YOUR LAST NAME:

FIRST NAME

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

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COUNTRY:

**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:**

### F O R I N D I V I D U A L S \*

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

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

☐ None of the above applies

### F O R A N E N T I T Y ( B U S I N E S S ) \*

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 (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

## 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 \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_