

STATE OF ARKANSAS
OFFICE OF PROCUREMENT
ARKANSAS DEPARTMENT OF HUMAN SERVICES
700 Main Street
Little Rock, Arkansas 72203

RESPONSE PACKET
710-21-0003

CAUTION TO VENDOR

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.

SIGNATURE PAGE

Type or Print the following information.

| PROSPECTIVE CONTRACTOR'S INFORMATION | | | |
|--|---|---|--|
| Company: | The Pat (People Advocating Transition) Center Co | | |
| Address: | 620 S Laurel Street | | |
| City: | Pine Bluff | State: | Arkansas Zip Code: 71601 |
| Business Designation: | <input type="checkbox"/> Individual <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit |
| Minority and Women-Owned Designation*: | <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> African American | <input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned |
| AR Certification #: 2320612 | | * See Minority and Women-Owned Business Policy | |

| PROSPECTIVE CONTRACTOR CONTACT INFORMATION | | | |
|--|------------------------|------------------|----------------|
| Provide contact information to be used for bid solicitation related matters. | | | |
| Contact Person: | Ronald Kirby | Title: | CEO |
| Phone: | (870) 534-4900 | Alternate Phone: | (501) 412-8861 |
| Email: | thepatcenter@yahoo.com | | |

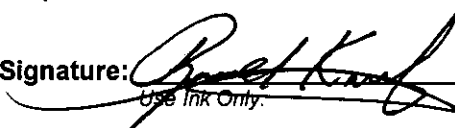
| CONFIRMATION OF REDACTED COPY |
|---|
| <input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released 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 Bid Solicitation for additional information.</i> |

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

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

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

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

Authorized Signature:  Title: CEO
Use Ink Only.

Printed/Typed Name: Ronald Kirby Date: October 1, 2020

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

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

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

| | | | |
|------------------------------|--|---------------|--|
| Vendor Name: | | Date: | |
| Authorized Signature: | | Title: | |
| Print/Type Name: | | | |

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

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

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

| | | | |
|------------------------------|--|---------------|--|
| Vendor Name: | | Date: | |
| Authorized Signature: | | Title: | |
| Print/Type Name: | | | |

SECTION 3,4,5 - VENDOR AGREEMENT AND COMPLIANCE

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

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

| | | | |
|------------------------------|--|---------------|--|
| Vendor Name: | | Date: | |
| Authorized Signature: | | Title: | |
| Print/Type Name: | | | |

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 NAME:

Yes No

TAXPAYER ID NAME: The Pat+People Advocating Transition Center Co. IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Kirby FIRST NAME: Ronald M.I.:

ADDRESS: 620 S. Laurel St.

CITY: Pine Bluff STATE: AR ZIP CODE: 71601 COUNTRY: Jefferson

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.] | Relation |
|----------------------------------|----------|--------|--|---------------|-------------|---|----------|
| | Current | Former | | From MM/YY | To MM/YY | | |
| General Assembly | | | | | | | |
| 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? | Ownership Interest (%) | Position of Control |
|----------------------------------|----------|--------|--|---------------|-------------|--|------------------------|---------------------|
| | Current | Former | | From MM/YY | To MM/YY | | | |
| 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 CEO Date 10/2/2000
Vendor Contact Person Ronald Kirby Title CEO Phone No. 870-534-4900

| | | | | | |
|------------------------|---------------------|-------------------|-----------------------------|-------------------------|-----------------------------|
| <u>Agency use only</u> | Agency Number _____ | Agency Name _____ | Agency Contact Person _____ | Contact Phone No. _____ | Contract or Grant No. _____ |
|------------------------|---------------------|-------------------|-----------------------------|-------------------------|-----------------------------|

| | |
|--|---|
| Policy No: 235 | Page 1 of 2 |
| Merger: 5/31/2019 | Last Reviewed/Revised: 5/19, 7/19, 10/19, 6/20 |
| Subject: EEOC Civil Rights Compliance Notice (CARF Standard) 1. A.5. | |

Policy

The P.A.T. Center is an EEOC employer and complies with all applicable Federal and State Laws including, but not limited to:

1. Title VI/Title VII of the 1964 Civil Rights Law, and standards of accrediting companies.
2. Age Discrimination in Employment Act of 1967.
3. Equal Pay Act of 1963

The P.A.T. Center does not discriminate in the employment process, which includes compliance with the Americans with Disabilities Act during the hiring process. The policies and procedures as outlined in the Human Resource Policy Manual apply to all employees of The P.A.T. Center. Any violation of these laws will result in disciplinary action at the determination of the CEO or designee(s).

These policies serve as a guide to the administration of a personnel system in keeping with basic merit principles. These policies are not all inclusive; final discretion as to interpretation and the appropriate course of action concerning a particular personnel matter shall be that of the CEO or designee.

PROCEDURE

- I. To assure equal employment opportunity for applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, age, gender, religion, sexual preference/orientation, disability or any other non-merit factor, except where such factor is a bona fide occupational requirement, with proper regard for the privacy and constitutional rights of citizens; and, prohibiting discrimination against any person on the basis of such non-merit factors.
- II. To recruit, select, and advance employees on the basis of their relative abilities, knowledge, and skill.
- III. To provide equitable and adequate compensation.
- III. To provide training opportunities for employees as identified to support high-quality performance and promote career development.
- V. To retain employees on the basis of the adequacy of their performance, to support correction of inadequate performance, and to separate employees whose inadequate performance is not corrected.
- VI. The Company, if required by law, will establish a written affirmative action program to achieve prompt and full utilization of minorities, the disabled, Vietnam-era or disabled veterans, and women at all levels and in all segments of the work force. The results of the program would be reviewed annually, and the program modified as necessary to achieve its stated objective.

- VII. To process any claims of discrimination in accordance with applicable laws and internal policies/procedures.
- VIII. Should there be a need regarding English Proficiency the company would find a local interpreter, or contact Department of Human Relations with the Department of Human Services, who would provide an interpreter.
- IX. All of the above shall apply to both persons served by the program and employees of the program and those working under the supervision of individuals employed by the program.
- X. The above posters will be prominently displayed for the viewing public.

The employee's relationship with The P.A.T. Center is that of an employee-at-will.

The purposes for which the corporation is organized are:

1. To provide the citizens of Pulaski, Jefferson and Southeast Arkansas counties Outpatient Services for alcohol and drug dependent persons.
2. To advocate and provide services for all those with Behavioral Health Disorders.
3. To provide such services as are necessary to improve the human condition.

The P.A.T. Center views substance abuse as a complex problem with as yet an unclear and non-definitive etiology, but with possible involvement of physiological, psychological, and sociological factors individually or in combination. Although it is viewed as an often, chronic condition, it is considered treatable. Due to this approach to the conditions of substance abuse, The P.A.T. Center will allow for and put into practice therapeutic techniques, which have substantial background and research data supporting validity and reliability. Included in acceptable approaches will be the use of recovering addicts and abusers to provide counseling in both individual and group settings. We recognize that alcohol and drug abuse is a condition, which has a statistically significant potential for relapse. A variety of treatment approaches will be encouraged and maintained due to the individual needs of persons-served participating in the program. The PAT Center II, Inc. views the alcohol and drug dependent individuals as one in need of services which will attend to not only the diagnosed disorder of the dependency, but in many cases, other inter and intra-personal dynamics as well as involving family, occupational and social functioning. Therefore, a balanced approach will include: employing extensive participation by NA/AA, and other support groups, and professional personnel dealing with collateral counseling aspects. Cognitive Behavioral Therapy will be utilized as a major component of treatment for each persons-served. The P.A.T. Center holds to the philosophy that alcoholism and drug addiction are disorders best treated without excessive use of other drugs. Chemotherapy serves a valuable function when there are physical conditions, which warrant immediate intervention for the physical well-being of the individual.

People Advocating Transition
 620 South Laurel, Pine Bluff, AR 71601

Client Name: **PATCEN CLIENT** Date/Time: **10/1/2020 2:30 PM to 3:30 PM**
 Insurance: Employee Name: **Nicole Johnson MD , MHP / 309.81 / 90837**
 Notes:

THERAPY PROGRESS NOTE

BEHAVIORS

INTELLECT: Coherent / Logical

APPEARANCE: Clean / Groomed

MOOD: Normal Speech

ORIENTED: Oriented x3

ATTENTION: Attentive

PROGRESS: Declined, Minimal, Good, None, Moderate, Excellent

AFFECT: Anxious

JUDGMENT: Average / Adequate

CLIENT ATTENDANCE: Present

INTERVENTIONS: Relapse Prevention, Motivational Interviewing

PROBLEMS: Impulsive Behavior, Substance Abuse

RESPONSES: Accepts Responsibility

PLAN: Continue Master Treatment Plan/Goals/Obj

Narrative: Response:

Narrative of session is typed here.

Employee Signature

Nicole Johnson, MD, MHP, CS

10/1/2020 10:28 AM
Nicole Johnson
MD , MHP

Approved by NJOHNSON on 10/1/2020

People Advocating Transition

620 South Laurel, Pine Bluff, AR 71601

Client Name: **PATCEN CLIENT** Date/Time: **10/2/2020 8:00 AM to 8:30 AM**
 Insurance: Employee Name: **Nicole Johnson MD , MHP / 309.81 / 90885**
 Notes:

INTERPRETIVE SUMMARY DX

Client Tier Level: Tier 1

Reason For MTP: New Intake

Strengths: Creative/Imaginative, Caring/Loving

Needs: Parenting Support, Social Support

Abilities: Gardening

Types of Services:

Substance abuse services - individual, group, family

Gender of Provider:

no preference

Location of Services:

office

Involvement of Others:

mother

Treatment Setting: Clinic

Diagnostic Category 1: (304.30/F12.20) Cannabis use disorder, Moderate

Medical Diagnoses: asthma

Social Elements Impacting Diagnosis: social, legal

GOALS

Long Term Goals

Long Term Goal 1

Description of Goal in the Client / Family's own words: I smoke marijuana every day. I don't work or get out of the house

Goal 1: Decrease marijuana daily marijuana use.

Goal 1 Target Date: 12/31/2020

Problems / Symptoms of Behavioral Disorder to be Addressed: daily marijuana use, not working, poor motivation,

Short Term Objective(s)

Objective 1.1 Measureable/Intervention:

Decrease marijuana use from 5 days to 0 days during review period as evidenced by negative urine drug screen.

Objective 1.1 Target Date: 12/31/2020

Short Term Objective(s)

Long Term Goal 3

Short Term Objective(s)

Treatment Regimen (1)

Psychiatric Evaluation/Medication Management: Not Recommended

Individual Behavioral Health Counseling: Substance Abuse, Relapse Prevention, Motivational Interviewing, Coping/Support

Frequency - 1 unit = 1 Encounter (Tier 1 - 12 units; Tier 2- 26 units): 1-2x month

Responsible Party: Therapist

Marital/Family Behavioral Health Counseling With/Without Client Present: Substance Abuse, co-dependency, support, coping mechanisms, relapse prevention

Frequency - 1 Unit = 1 Encounter (Tier 1 - 12 units; Tier 2 - 30 units): 1-2 X month

Responsible Party: Therapist

Group Behavioral Health Counseling: Substance abuse, support, relapse prevention, education, resources,

resiliency

Frequency - 1 Unit = 1 Encounter (Tier 1 - 12 units; Tier 2 -104 units): 1-2 X month

Responsible Party: Therapist

Multi-Family Behavioral Health Counseling: Substance abuse, relapse prevention, family support, addressing addiction, resources, crisis plan

Frequency - 1 Unit = 1 Encounter (Tier 1 - 12 units): 1-2 X month

Responsible Party: Therapist

Psychoeducation: Provide information on substance abuse, mental illness, tobacco cessation; Teach problem-solving, communication, coping skills, and support recovery

Frequency - 1 Unit = 15 minutes / Max 4 (Tier 1- 48 units): 1-2 x month

Responsible Party: Therapist

Behavioral Assistance: Not Recommended

Individual & Group Pharmacologic Counseling by RN: Not Recommended

Individual & Group Life Skills Development: Not Recommended

Child & Youth Support Services: Not Recommended

Supportive Employment: Assist clients to acquire and keep meaningful jobs, facilitates job acquisition, accompany client to interviews, provide support/on-the-job training,

Frequency - 1 Unit = 60 minutes (Tier 2 -60 units per 3 month quarter): 1-2 x month

Responsible Party: Qualified Behavioral Health Providers (Bachelors and Non-Degreed)

Supportive Housing: Not Recommended

Adult Life Skills Development: Not Recommended

DISCHARGE PLANS

Anticipated Date of Discharge: 02/17/2021

Criteria for Discharge: Achievement of goal(s)

Review of Previous Goals and Objectives (List goals/objectives and progress for specified time frame:
N/A

Input from Assigned Therapist if Completed by Different Therapist:
N/A

Client or Parent / Guardian comments: I really want to work on this issue.

Next Review Date (6 months from date of service): 04/02/2021

Employee Signature

Nicole Johnson, MD, MHP, CS

10/2/2020 9:25 AM
Nicole Johnson
MD, MHP

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) |
| DCFS/State | Final negotiated rate | monthly cumulative | none | N/A |
| | | | | |
| | | | | |

*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.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, 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:

620 S Laurel St

(address)

Pine Bluff, Arkansas 71601

Attention: **Ronald Kirby, CEO**

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Division of Medical Services

Attention: Dawn Stehle, DMS Director
P.O. Box 1437, Slot S401
Little Rock, AR 72203-1437

Severability of Provisions

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

Certification Regarding Lobbying:

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

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

Certification Regarding Debarment

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

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

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

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

Certification Regarding Employment Practices

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

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

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

INFORMATION FOR EVALUATION

- Provide a response to each item/question in this section. Vendor may expand the space under each item/question to provide a complete response.
- **Do not** include additional information if not pertinent to the itemized request.

| | Maximum RAW Score Available |
|--|--|
| E.1 Describe approach to providing substance abuse treatment services. See Attachment 1 | 5 |
| E.2 Provide a sample aftercare plan. See Attachment 2 | 5 |
| E.3 Provide matrix of aftercare partner providers. See Attachment 3 | 5 |
| E.4 Provide details of your approach to assessments. See Attachment 4 | 5 |
| E.5 Provide a sample of progress notes. See Attachment 5 | 5 |

- **Do not** include additional information if not pertinent to the itemized request.

Please check each county in which you are willing to provide the service.
Please return with your response packet.

DIVISION OF CHILDREN AND FAMILY SERVICES (DCFS)
(SERVICE)
AREAS/COUNTIES

AREA 1

- Benton
 Carroll
 Madison
 Washington

AREA 2

- Crawford
 Franklin
 Johnson
 Logan
 Scott
 Sebastian
 Yell

AREA 3

- Clark
 Garland
 Hot Springs
 Howard
 Montgomery
 Perry
 Pike
 Polk
 Saline

Area 4

- Columbia
 Hempstead
 Lafayette
 Little River
 Miller
 Nevada
 Ouachita
 Sevier
 Union

AREA 5

- Baxter
 Boone
 Conway
 Faulkner
 Marion
 Newton
 Pope
 Searcy
 Van Buren

AREA 6

- Pulaski

AREA 7

- Bradley
 Calhoun
 Cleveland
 Dallas
 Grant
 Jefferson
 Lincoln
 Lonoke
 Prairie

AREA 8

- Clay
 Craighead
 Fulton
 Greene
 Izard
 Lawrence
 Mississippi
 Randolph
 Sharp

Area 9

- Cleburne
 Crittenden
 Cross
 Independence
 Jackson
 Poinsett
 Stone
 White
 Woodruff

Area 10

- Arkansas
 Ashley
 Chicot
 Desha
 Drew
 Lee
 Monroe
 Phillips
 St. Francis



The P.A.T. (People Advocating Transition) Center CO; The PAT Center II

6210 Baseline Road
Little Rock, AR 72209
Phone: 501-265-0302
Fax: 501-265-0300

620 South Laurel
Pine Bluff, AR 71601
Phone: 870-534-4900
Fax: 870-534-4906

4702 W. Commercial Dr. Suite B1
North Little Rock, AR 72116
Phone: 501-353-1414
Fax: 501-265-0300



The PAT Center II, Inc.

Attachment 1-E1

E1. Describe approach to providing substance abuse treatment services.

It is the practice of The Pat (People Advocating Transition) Center Co hereto referenced as The P.A.T. Center to utilize evidence-based practices in treatment for effective services. Treatment will consist of motivational interviewing, strength-based perspective, CBT, relapse prevention, and psychoeducation to assist with maladaptive behaviors and unhealthy coping skills. This program provides a combination of alcohol and other drugs/addictions and mental health services on an outpatient basis. Persons served identified with co-occurring disorders may need one or both services.

The care provided at The P.A.T. Center is designed to deliver comprehensive and integrated substance abuse and mental health services in a less restrictive environment. The treatment provided is flexible and conformed to individual needs. Treatment is person-centered and tailored to fit the persons-served. All care is provided by licensed professionals, certified alcohol and drug counselors, counselors in training, QBHPs, psychiatrists, nurses, and other staff who have specialized training in various therapeutic methods. One staff member will be present at all times when the outpatient program is operating. The scope of services offered include individual outpatient, family counseling, and group counseling within an Intensive Outpatient Program (IOP). The P.A.T. Center shall provide outpatient substance abuse treatment to DCFS-referred clients, both children and adults, within five (5) days of recommendation for treatment. The agency shall provide outpatient substance abuse treatment to DCFS-referred pregnant women within forty-eight (48) house of recommendations for treatment.

The P.A.T Center has a person-centered philosophy manifested by the leadership, personnel and administrative staff in the development and delivery of services, approaches and interventions that acknowledge the person served as being the authority of their life and the staff engaging in the role of facilitator. The company communicates this philosophy via posting on our website, training staff to honor this position, and incorporating into orientation of persons-served and staff and communicating/promoting in Leadership. Our core values are:

- We believe alcohol and drug abuse/dependence is a chronic problem that cannot be treated with acute interventions. Furthermore, that recovery involves much more than abstinence. We firmly believe that with help, people do recover.
- We embrace a person-centered philosophy that entails the persons served as the ultimate authority of their own treatment:
- Work cooperatively with area agencies, institutions, and other organizations to combat the impact of substance abuse and dependence.

- Provide the quality and cost-effective services to anyone seeking help regardless of their status.
- Respond to the specialized needs of the community.
- Work cooperatively with area agencies, institutions, and other organizations to combat the impact of mental illness and substance abuse and dependence. Respond to the specialized needs of the community and provide cost effective quality services
- To be an honorable and professional company through ethical and innovative leadership at all levels. The focus of treatment is on the mental health, substance abuse, and behavioral issues, service provision in varied settings and the stability of the home life.
- There is a correlation between treatment success and the duration and quality of services.
- Substance related disorders are chronic and cannot be treated with acute interventions.
- Services should be adapted to the individual needs of the persons-served as determined by careful and comprehensive program development; there is no one type of treatment that works for all persons-served as substance related disorders manifest in a variety of ways.
- Successful outcomes are not measured by simple abstinence.
- Substance related disorders effect the whole person and treatment should be multidimensional focusing on the physical, mental, emotional, social, spiritual, and vocational aspects of individuals.
- Treatment Works!

People Advocating Transition

620 South Laurel, Pine Bluff, AR 71601

| | |
|-----------------------------------|--|
| Client Name: PATCEN CLIENT | Date/Time: 10/1/2020 10:45 AM to 11:00 AM |
| Insurance: | Employee Name: Nicole Johnson MD , MHP / 309.81 / 99999 |
| Notes: | |

TRANSITION/AFTERCARE PLAN

Program: Substance Abuse Only

Client Name: John Doe

Time In: 12:00 pm

Time Out: 12:20 pm

Reason for Transition Plan: Prepares for planned discharge
Client will discharge in one week.

Transition/Aftercare Needs: Other Outpatient Behavioral/Mental Health Provider
Client will go to residential treatment facility in Hot Springs, AR - Heaven's House.

Planned Discharge Date: 10/15/2020

Current Progress on Objectives:

Goal 1. Reduce use of marijuana from 5 days to 0 days over the review period.

Gains Achieved During Program:

Overall, client made good progress in treatment. He was able to reduce overall use of marijuana from daily to no usage. He has passed all drug screens for the last 2 months. He has found employment and passed drug screen as well. He has been going to work on time

Strengths: family support, motivated for treatment, social, outgoing

Needs: counseling, work

Abilities: attends sessions consistently, completes tasks

Preferences: no preferences

Recommendations for Support Systems (Family, Community, other): Client has identified supports - sister Mary Doe, brother Bob Doe that he will be able to contact for support

Continuity of Medication Management: Not Applicable

Recommendations for Referrals/Resources (Include Contact Name, Address, and Phone

Number): Recommended to attend NA meetings 1x month at local center located at 62 S Bend, Pine Bluff, AR 71601

Contact is Amy Smith at 870-999-9999

Staff Responsible for Implementing Aftercare/Transition Plan: Jane Smith - Therapist

Client and/or Guardian Input: 'This plan is going to work. I'm working and getting away from people I smoke with. I got a job and may go to a few meetings if I need it.'

I understand that if symptoms persist: I can contact the agency for further assistance including assessment for services and/or resources.

Unable to Complete With Client and/or Guardian (Explain & Document 3 Attempts): N/A

Employee Signature

Nicole Johnson, LSW, MHP, CS

10/1/2020 9:23 AM
Nicole Johnson
MD, MHP

Approved by NJOHNSON on 10/1/2020



The P.A.T. (People Advocating Transition) Center CO; The PAT Center II

6210 Baseline Road
 Little Rock, AR 72209
 Phone: 501-265-0302
 Fax: 501-265-0300

620 South Laurel
 Pine Bluff, AR 71601
 Phone: 870-534-4900
 Fax: 870-534-4906

4702 W. Commercial Dr. Suite B1
 North Little Rock, AR 72116
 Phone: 501-353-1414
 Fax: 501-265-0300



Attachment 3- E3

E1. Provide matrix of aftercare partner providers.

| Pulaski | Jefferson |
|--|--|
| <u>Rivendell BHS</u> 100 Rivendell Dr. Benton, AR 72019 | <u>First Recovery</u> 1210 S. Cherry St. Pine Bluff, AR 71601 |
| <u>Recovery Centers for Arkansas</u> 1201 River Rd North Little Rock, AR 72114 | <u>How it Works Group</u> Grace Episcopal Church 4101 S. Hazel St. Pine Bluff, AR 71603 |
| <u>Gyst House</u> 8101 Frenchman's Ln Little Rock, AR 72209 | <u>NA</u> Family Community Development Center 1001 N. Palm St. Pine Bluff, AR 71601 |
| <u>Oasis</u> 14913 Cooper Orbit Rd Little Rock, AR 72223 | <u>Al-Anon</u> Grace Episcopal Church 4101 S. Hazel St. Pine Bluff, AR 71603 |
| <u>Bridgeway</u> 21 Bridgeway Rd North Little Rock, AR 72113 | |

**The PAT Center does not hold any contract with any specific entity, we utilize all available community resources.*

| | |
|---|--------------------------------------|
| Policy No: 303 | Page 1 of 3 |
| Merger: 5/31/2019 | Last Reviewed: 5/19,7/19,10/19, 6/20 |
| Subject: Children, Adolescent & Adult Psychosocial Intake Assessment (2.B.13 a-v) | |

POLICY

Psychosocial Intake Assessments (See Electronic Health Record) shall be obtained on all persons served admitted to the program for obtaining relevant background, identified persons served strengths and weaknesses, and other information to be used in the development of the Master Treatment Plan (MTP) (See Electronic Health Record).

PROCEDURE

- I. On all new admissions (not readmits or transfers) the MHP shall complete a Psychosocial Intake Assessment by the third treatment visit.
- II. For persons served who are admitted directly from another program/therapist, the Psychosocial Intake Assessment from that program/therapist shall be obtained after appropriate consent forms have been signed.
- III. For a former person served who is readmitted to the program within one year of discharge, an update to the psychosocial history will be sufficient. Persons served who have been discharged for more than one year will be treated as new admissions.
- IV. The Psychosocial Intake Assessment shall contain, at a minimum, the following information:
 - A. Presenting Problem from perspective of the person served
 - B. Urgent needs, including suicide risk
 - C. Personal Strengths
 - D. Individualized needs
 - E. Abilities and/or interests
 - F. Preferences for treatment
 - G. Previous behavioral health services, including:
 1. Diagnostic Information
 2. Treatment Information
 3. Efficacy of current or previously used medication
 - H. Physical health history, including current medical needs
 - I. Immunizations
 - J. Diagnosis (es)
 - K. Co-occurring disabilities, disorders, or medical concerns
 - L. Mental Status
 - M. Current level of functioning
 - N. Pertinent current & historical life situation information, including:
 1. Age

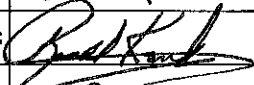
2. Gender
 3. Gender Identity
 4. Sexual Orientation
 5. Employment history
 6. Legal involvement
 7. Family history
 8. Culture
 9. Spiritual Beliefs
 10. Education history
 11. Living Situation
 12. Military History
 13. History of trauma that is experienced or witnessed and includes
 - a. Abuse
 - b. Neglect
 - c. Violence
 - d. Sexual Assault
 14. Relationships, including families, friends, community members, and other natural supports
- O. Issues important to individual being served
- P. Use of alcohol, tobacco, and/or other drugs including current and historical use; treatment and recovery/resiliency
- Q. Need for, and availability of, social supports
- R. Need for assistive technology in the provision of services
- S. Risk-taking behaviors
- T. Level of educational functioning, including Literacy Level
- U. Advance directives, when applicable
- V. Medication use profile
- W. Speech, Language, Hearing, Visual Functioning
- X. Medication allergies or adverse reactions to medications
- Y. Need for accommodations in the provision of services
- Z. History and risk factors for Suicidal/Homicidal ideation, risk taking behaviors, violence, and self-harm.
- AA. Current Suicidal/homicidal ideation
- BB. Psychological and social adjustment to disabilities and disorders
- CC. Resultant diagnosis (es), if identified
- DD. Pain assessment
- EE. Pregnancy and/or Prenatal Care (if applicable)
- FF. Interpretive summary will contain information based on:
1. Information contained in assessment data
 2. Used in the development of the individual plan
 3. Identifies any co-occurring disabilities and/or disorders and how they will be addressed in the development of the individual plan
 4. Central themes apparent in the presentation of the person served

5. Histories and assessments and interrelationships between sets and findings
 6. Needs, strengths, limitations, and problems of persons served
 7. Parenting skills
 8. Clinical judgments regarding positive/negative factors that may affect course of treatment
 9. Clinical outcomes after discharge
 10. Recommended treatments, including any special tests or assessments or labs
 11. Anticipated length of services, level of care, intensity of treatment and goals with recommendations
- V. **Assessment of persons served needs is ongoing and not limited to initial psychosocial assessment. Information may be collected over time and updated as needed. Psychosocial assessments may be redone yearly if significant changes occur related to persons served status and include any significant life or status changes of the person served.**

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

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


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

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | The Pat (People Advocating Transition) Center Co. | Date: | 10.13.20 |
| Authorized Signature: |  | Title: | C.E.O. |
| Print/Type Name: | Ronald Kirby | | |

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

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

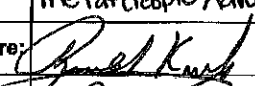
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | The Pat (People Advocating Transition) Center Co. | Date: | 10.13.20 |
| Authorized Signature: |  | Title: | CFO |
| Print/Type Name: | Ronald Kirby | | |

SECTION 3,4,5 - VENDOR AGREEMENT AND COMPLIANCE

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

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

| | | | |
|-----------------------|---|--------|----------|
| Vendor Name: | The Pat (People Advocating Transition) Center CO. | Date: | 10.13.20 |
| Authorized Signature: |  | Title: | CEO |
| Print/Type Name: | Renato Kirby | | |

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

Certificate Number: 32813

This Is to Certify That

The P. A. T Center III Inc.

4702 W Commercial Drive, Suite B1, N Little Rock, AR 72116

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

Certificate effective from 05/31/2020 to 01/30/2021 (unless sooner revoked).




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

License Number: 32303

This Is to Certify That
The PAT Center II, Inc

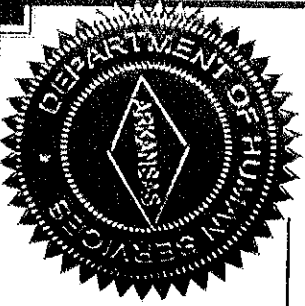
is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a


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

on the premises located at _____ 4702 West Commercial Drive, Suite B 1 _____,

North Little Rock _____, County of _____ Pulaski _____, Arkansas.

License Effective: 07/01/2020 | License Expires: 06/30/2023



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

Certificate Number: 33297

This Is to Certify That

The P.A.T. (People Advocating Transition) Center Co.

6210 Baseline Rd. Little Rock, AR 72209

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

Certificate effective from 04/01/2019 to 02/30/2021 (unless sooner revoked).



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

License Number: 34111

This Is to Certify That

The P.A.T (People Advocating Transition) Center Co.

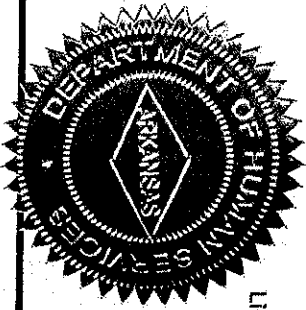
is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a

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

on the premises located at _____ 6210 Baseline Rd. _____

Little Rock, AR 72209 _____, County of _____ Pulaski _____, Arkansas.

License Effective: 04/01/2019 | License Expires: 03/31/2022



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

Certificate Number: 32797

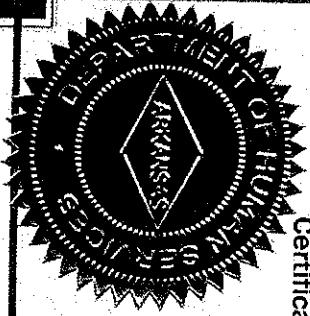
This Is to Certify That

People Advocating Transition dba The P.A.T. Center

620 S. Laurel Street, Pine Bluff, AR 71601

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

Certificate effective from 05/31/2020 to 01/31/2021 (unless sooner revoked).



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

License Number: 32126

This Is to Certify That
The PAT Center II

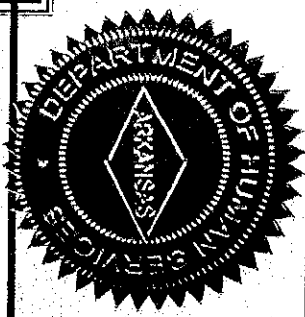
is hereby granted a license by the Arkansas Department of Human Services to maintain and operate a

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

on the premises located at _____ 620 South Laurel _____

Pine Bluff _____, County of _____ Jefferson _____, Arkansas.

License Effective: 07/01/2020 | License Expires: 06/30/2023





August 17, 2020

Ronald Kirby
The P.A.T. (People Advocating Transition) Center Co.
620 South Laurel Street
Pine Bluff, AR 71601

Dear Mr. Kirby:

It is my pleasure to inform you that The P.A.T. (People Advocating Transition) Center Co. has been issued CARF accreditation based on its recent survey. The Three-Year Accreditation applies to the following program(s)/service(s):

Case Management/Services Coordination: Integrated: AOD/MH (Adults)
Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)
Outpatient Treatment: Integrated: AOD/MH (Adults)
Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)

This accreditation will extend through May 31, 2023. 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.

Please note that the enclosed accreditation report identifies no recommendations. This accomplishment is achieved on only 3 percent of CARF surveys.

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.

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, you are encouraged to seek support from Jessica Montijo Soto by email at jmontijo@carf.org or telephone at (888) 281-6531, extension 7075.

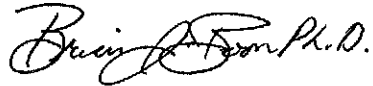
Mr. Kirby

2

August 17, 2020

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 cursive script that reads "Brian J. Boon, Ph.D.".

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

Enclosures

carf INTERNATIONAL

A Three-Year Accreditation is issued to
***The P.A.T. (People Advocating
Transition) Center Co.***

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

Case Management/Services Coordination: Integrated: AOD/MH (Adults)

Case Management/Services Coordination: Integrated: AOD/MH (Children and Adolescents)

Outpatient Treatment: Integrated: AOD/MH (Adults)

Outpatient Treatment: Integrated: AOD/MH (Children and Adolescents)

This accreditation is valid through
May 31, 2023

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 Substance Abuse Certification Board

Hereby Certifies

NICOLE JOHNSON

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

12/27/2018

A-324

12/31/2020

Issue Date

Certificate Number

Expiration Date

Debra Byrnes, M.Ed.
President

Megan Carter, M.Ed.
Secretary

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



Arkansas Substance Abuse Certification Board

Hereby Certifies

NICOLE JOHNSON

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

12/31/2019

A-324

12/31/2021

Issue Date

Certificate Number

Expiration Date

President

Vice-President

Secretary

Debra Bryman 1111 W. 10th St. N. #1111
Little Rock, AR 72202

Dr. K. R. M.S. L.S.

Meghan Carter, M.D., C.S.P.C.



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

Bertrude W. Thompkins 4207L

Certifies that:

has completed with the requirements in accordance with the laws of the State and is
heretofore licensed with all rights, privileges and responsibilities prescribed by
Act 1588 of 1999 to practice as a
Licensed Alcoholism and Drug Abuse Counselor

July 13, 2018

Date

Loretta Koop-Bittl *Paula J. Williams*
Chairperson **Vice-Chair**
Secretary/Treasurer

Arkansas Substance Abuse Certification Board

Hereby Certifies

FAYLEE

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 Alcohol and Drug Counselor

12/31/2019

1273

12/31/2021

Issue Date

Certificate Number

Expiration Date

Diana Bryson
President

Mignon Carter, AOCES PA
Secretary

John K. McS
Vice-President





August 24, 2016

Chitquita Edgeron
2602 W. 25th
Pine Bluff, AR. 71603

Dear Chitquita,

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 August 24th, 2016 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 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



August 24, 2016

Dawn Lane
620 S. Laurel
Pine Bluff, AR. 71601

Dear Dawn,

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 August 24th, 2016 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 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



**Arkansas Secretary of State
John Thurston**

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

Certificate of Good Standing

I, John Thurston, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

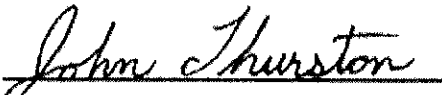
THE P. A. T (PEOPLE ADVOCATING TRANSITION) CENTER CO.

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office January 30, 2007.

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

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 18th day of September 2020.




John Thurston
Secretary of State
Online Certificate Authorization Code: 3c0857e49d578de
To verify the Authorization Code, visit sos.arkansas.gov



The P.A.T. (People Advocating Transition) Center CO; The PAT Center II

6210 Baseline Road
Little Rock, AR 72209
Phone: 501-265-0302
Fax: 501-265-0300

620 South Laurel
Pine Bluff, AR 71601
Phone: 870-534-4900
Fax: 870-534-4906

4702 W. Commercial Dr. Suite B1
North Little Rock, AR 72116
Phone: 501-353-1414
Fax: 501-265-0300



The PAT Center II, Inc.

To whom this may concern,

At your request here are the Medicaid provider number for each location for The P.A.T (People Advocating Transition) Center Co. listed below.

Medicaid Provider number: **180635526**

620 S Laurel St

Pine Bluff, AR 71601

Medicaid Provider number: **236900526**

6210 Baseline Rd

Little Rock, AR 72209

Medicaid Provider number: **236930526**

4702 Commercial Dr Ste B1

North Little Rock, AR 72116