

**SIGNATURE PAGE**

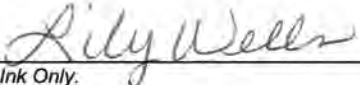
Type or Print the following information.

| PROSPECTIVE CONTRACTOR'S INFORMATION  |   |  |   |   |       |
|---|---|--|---|---|-------|
| Company:  | DELTA COUNSELING ASSOCIATES, INC.   |  |   |   |       |
| Address:  | 790 Roberts Drive   |  |   |   |       |
| City:   | Monticello  | State:   | AR  | Zip Code:   | 71655 |
| Business Designation:   | <input type="checkbox"/> Individual<br><input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Proprietorship<br><input type="checkbox"/> Corporation | <input type="checkbox"/> Public Service Corp<br><input checked="" type="checkbox"/> Nonprofit |   |       |
| Minority and Women-Owned Designation*:  | <input checked="" type="checkbox"/> Not Applicable                          | <input type="checkbox"/> American Indian   | <input type="checkbox"/> Asian American   | <input type="checkbox"/> Service Disabled Veteran |       |
|   | <input type="checkbox"/> African American                                   | <input type="checkbox"/> Hispanic American   | <input type="checkbox"/> Pacific Islander American  | <input type="checkbox"/> Women-Owned              |       |
| AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i> |   |  |   |   |       |

| PROSPECTIVE CONTRACTOR CONTACT INFORMATION  |                             |                  |              |
|---|-----------------------------|------------------|--------------|
| <i>Provide contact information to be used for bid solicitation related matters.</i> |                             |                  |              |
| Contact Person:   | Lily Wells                  | Title:           | CEO          |
| Phone:  | 870-367-2461                | Alternate Phone: | 870-723-3430 |
| Email:  | l.wells@deltacounseling.org |                  |              |

| CONFIRMATION OF REDACTED COPY   |
|---|
| <input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.<br><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.<br><br><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.<br><br><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:

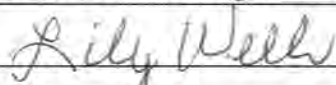
Authorized Signature:  Title: CEO  
Use Ink Only.

Printed/Typed Name: Lily Wells Date: 3/13/2019

## 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.

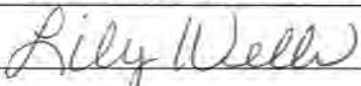
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

|                       |   |        |           |
|-----------------------|---|--------|-----------|
| Vendor Name:          | Delta Counseling Associates, Inc.   | Date:  | 3/13/2019 |
| Authorized Signature: |  | Title: | CEO       |
| Print/Type Name:      | Lily Wells  |        |           |

## 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.

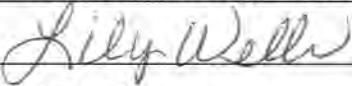
By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

|                       |   |        |           |
|-----------------------|---|--------|-----------|
| Vendor Name:          | Delta Counseling Associates, Inc.   | Date:  | 3/13/2019 |
| Authorized Signature: |  | Title: | CEO       |
| Print/Type Name:      | Lily Wells  |        |           |

**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**

|                              |   |               |           |
|------------------------------|---|---------------|-----------|
| <b>Vendor Name:</b>          | Delta Counseling Associates, Inc.   | <b>Date:</b>  | 3/13/2019 |
| <b>Authorized Signature:</b> |  | <b>Title:</b> | CEO       |
| <b>Print/Type Name:</b>      | Lily Wells  |               |           |

## PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

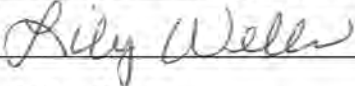
**PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

Type or Print the following information

| Subcontractor's Company Name | Street Address          | City, State, ZIP         |
|------------------------------|-------------------------|--------------------------|
| Dr. Charles Spellman         | 10498 Loomis Landing    | De Valls Bluff, AR 72041 |
| Psychological Resources      | 156 West Bolling Street | Monticello, AR 71655     |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |
|                              |                         |                          |

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

By signature below, vendor agrees to and shall fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

|                              |   |               |           |
|------------------------------|---|---------------|-----------|
| <b>Vendor Name:</b>          | Delta Counseling Associates, Inc.   | <b>Date:</b>  | 3/13/2019 |
| <b>Authorized Signature:</b> |  | <b>Title:</b> | CEO       |
| <b>Print/Type Name:</b>      | Lily Wells  |               |           |

State of Arkansas  
DEPARTMENT OF HUMAN SERVICES  
700 South Main Street  
P.O. Box 1437 / Slot W345  
Little Rock, AR 72203  
501-320-6511

**ADDENDUM 1**

**DATE:** February 25, 2019

**SUBJECT:** 710-19-1024 Crisis and Forensic Mental Health Services

The following change(s) to the above referenced Invitation for Bid for DHS has been made as designated below:

**Change of specification(s)**

- Additional specification(s)  
 Change of bid opening date and time  
 Cancellation of bid  
 Other – Removing the following language from section 2.3.2 C, page 26, of the RFQ.

\* Information provided on forensic services is under review and may be subject to revision for future posting.

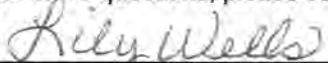
**BID OPENING DATE AND TIME**

Bid opening date and time ***will not be changed.***

---

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE DEPARTMENT OF HUMAN SERVICES.

If you have questions, please contact the buyer at [nawania.williams@dhs.arkansas.gov](mailto:nawania.williams@dhs.arkansas.gov) or 501-320-6511

  
\_\_\_\_\_  
Vendor Signature

3/13/2019  
\_\_\_\_\_  
Date

Delta Counseling Associates, Inc.  
\_\_\_\_\_  
Company

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

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

**SUBCONTRACTOR:** \_\_\_\_\_ **Contractor for which this is a subcontractor:** \_\_\_\_\_

YES  NO

Estimated dollar amount of subcontract: \_\_\_\_\_

IS THIS FOR:

Goods?  Services  Both?

**TAXPAYER ID NAME:** Delta Counseling Associates, Inc.

**YOUR LAST NAME:** Wells **FIRST NAME:** Lily

MI:

**ADDRESS:** 790 Roberts Drive

**CITY:** Monticello **STATE:** AR **ZIP CODE:** 71655 **COUNTRY:** UNITED STATES OF AMERICA

**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<br>(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?<br>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.) | Relation |
|----------------------------------|--------------------------|--------------------------|---|---------------|-------------|---|----------|
|                                  | Current                  | Former                   |   | From<br>MM/YY | To<br>MM/YY |   |          |
| General Assembly                 | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| Constitutional Officer           | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |
| State Employee                   | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |   |          |

None of the above applies

**FOR A VENDOR (BUSINESS) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold an ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or 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<br>(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<br>MM/YY | To<br>MM/YY |  |
| General Assembly                 | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |
| Constitutional Officer           | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |
| State Employee                   | <input type="checkbox"/> | <input type="checkbox"/> |   |               |             |  |

None of the above applies

\* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM F-2

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 Lily Wells Title CEO Date 3/13/2019  
Vendor Contact Person Lily Wells Title CEO Phone No. 870-367-2461

AGENCY USE ONLY

Agency Number 0710 Department of Human Services Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_



|   |  |                          |
|---|--|--------------------------|
| <b>Delta Counseling Associates, Inc.<br/>Personnel Policy &amp; Procedures Manual</b> | <b>Section:</b> Personnel Administration | <b>Policy#:</b> P-B0002  |
|   | <b>Page:</b>                             | 1 of 1                   |
| <b>Subject:</b> Equal Employment Opportunity  | <b>Effective Date:</b>                   | December 1, 1996 [I:A-2] |
|   | <b>Revised Date:</b>                     | September 1, 2000        |

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Delta Counseling Associates, Inc. will be based on merit, qualifications, and abilities. Delta Counseling Associates, Inc. does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, marital status, veteran status, or any other characteristic protected by law. It is the obligation of every employee to comply with the principle of nondiscrimination both in practice and spirit.

Delta Counseling Associates, Inc. will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Director of Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## SELECTION OF REGIONS

**Instructions:** Bidder may submit proposals for up to two regions indicated in Attachment G: Map of Regions. Bidder must list selected regions in order of preference using the table below.

**NOTICE TO BIDDERS:** Bidders submitting proposals for multiple regions and who do not assign preference rankings for all regions bid may be awarded a region at the discretion of DHS.

| <b>Bidder Preference</b>                 | <b>Region by Number (as shown in Attachment G: Map of Regions)</b> |
|--|--|
| <b>First (1<sup>st</sup>) Choice</b>     | <b>Region #: 4</b> <b>See next page for certifications</b>         |
| <b>Second (2<sup>nd</sup>) Choice</b>    | <b>Region #:</b>   |
| <b>Third (3<sup>rd</sup>) Choice</b>     | <b>Region #:</b>   |
| <b>Fourth (4<sup>th</sup>) Choice</b>    | <b>Region #:</b>   |
| <b>Fifth (5<sup>th</sup>) Choice</b>     | <b>Region #:</b>   |
| <b>Sixth (6<sup>th</sup>) Choice</b>     | <b>Region #:</b>   |
| <b>Seventh (7<sup>th</sup>) Choice</b>   | <b>Region #:</b>   |
| <b>Eighth (8<sup>th</sup>) Choice</b>    | <b>Region #:</b>   |
| <b>Ninth (9<sup>th</sup>) Choice</b>     | <b>Region #:</b>   |
| <b>Tenth (10<sup>th</sup>) Choice</b>    | <b>Region #:</b>   |
| <b>Eleventh (11<sup>th</sup>) Choice</b> | <b>Region #:</b>   |
| <b>Twelfth (12<sup>th</sup>) Choice</b>  | <b>Region #:</b>   |

**LIST OF OBHA CERTIFICATIONS BY COUNTY AND IRS NON-PROFIT STATUS VERIFICATION FOLLOWS.**

## **OUTPATIENT BEHAVIORAL HEALTH AGENCY CERTIFICATIONS**

### **Drew County**

Delta Counseling Associates, Inc.  
790 Roberts Drive  
Monticello, AR 71655  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11075  
BHA License Number: 076

### **Bradley County**

Delta Counseling Associates, Inc.  
1404 East Church Street  
Warren, AR 71671  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11073  
BHA License Number: 074

### **Ashley County**

Delta Counseling Associates, Inc.  
1802 Highway 82 West  
Crossett, AR 71635  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11074  
BHA License Number: 075

### **Ashley County**

Delta Counseling Associates, Inc.  
1308 West Fifth Street  
Crossett, AR 71635  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11072  
BHA Number: 073

### **Desha County**

Delta Counseling Associates, Inc.  
708 Highway 65 South  
Dumas, AR 71639  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11076  
BHA License Number: 077

### **Chicot County**

Delta Counseling Associates, Inc.  
1127 Second Street  
Lake Village, AR 71653  
DOC 07/01/2018 – 07/31/2019  
Vendor Number: 11071  
BHA License Number: 072

# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## **Division of Provider Services and Quality Assurance**

This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.  
1127 SECOND STREET  
LAKEVILLAGE, AR 71653**

Dates of Certification: 07/01/2018 - 07/31/2019

Vendor Number: 11071

BHA License Number: 072



Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance



# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## **Division of Provider Services and Quality Assurance**

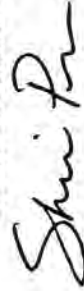
This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.  
708 HIGHWAY 65 SOUTH  
DUMAS, AR 71639**

**Dates of Certification: 07/01/2018 - 07/31/2019**

*Vendor Number: 11076*

*BHA License Number: 077*



Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance



# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## **Division of Provider Services and Quality Assurance**

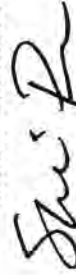
This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.  
1308 WEST FIFTH STREET  
CROSSETT, AR 71635**

Dates of Certification: 07/01/2018 - 07/31/2019

Vendor Number: 11072

BHA License Number: 073



Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance



# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## Division of Provider Services and Quality Assurance


This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.**  
**1802 HIGHWAY 82 WEST**  
**CROSSETT, AR 71635**

Dates of Certification: 07/01/2018 - 07/31/2019

Vendor Number: 11074

BHA License Number: 075



Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance



# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## **Division of Provider Services and Quality Assurance**

This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.  
1404 EAST CHURCH STREET  
WARREN, AR 71671**

Dates of Certification: 07/01 / 2018 - 07/31 / 2019

Vendor Number: 11073

BHA License Number: 074



Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance





# BEHAVIORAL HEALTH AGENCY

Arkansas Department of Human Services

## Division of Provider Services and Quality Assurance

This certificate acknowledges the completion of the Arkansas State Certification Process

**DELTA COUNSELING ASSOCIATES, INC.  
790 ROBERTS DRIVE  
MONTICELLO, AR 71655**

Dates of Certification: 07/01/2018 - 07/31/2019



Vendor Number: 11075

BHA License Number: 076

Handwritten signature of Sherri Proffer.

Sherri Proffer, RN

Assistant Director Community Services Licensure and Certification  
Division of Provider Services and Quality Assurance

District Director

Internal Revenue Service

Date: MAR 7 1973

In reply refer to  
A:EO:RC:309  
DAL(LR)EO:73-31



71-0417329

Delta Counseling and Guidance Center, Inc.  
West College Avenue  
Monticello, Arkansas 71655

Gentlemen:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you are not a private foundation within the meaning of section 503(a) of the Code, because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than \$5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

W. T. Copping  
District Director

MAE  
Miss M. Co. T. 2

Form L-178 (Rev. 7-71)

Internal Revenue Service  
EO Receipt and Closing  
C - 1130  
Atlanta, GA 30301

Department of the Treasury

District  
Director

Delta Counseling Associates  
790 Roberts Dr.  
P.O. Drawer A  
Monticello, AR 71655

Person to Contact: M. Dumas

Telephone Number: (404) 331-0182

Refer Reply to: EO:7231:AMEND

Date: June 15, 1987

EIN: 71-0417329 FFN: 750068792

Date of Exemption: March, 1973  
Internal Revenue Code Section: 501(c)(3)

Gentlemen:

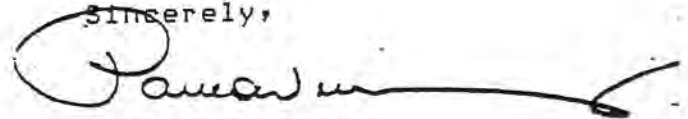
Thank you for submitting the information shown below. We have made it a part of your file.

The changes indicated do not adversely affect your exempt status and the exemption letter issued to you continues in effect.

Please let us know about any future change in the character, purpose, method of operation, name or address of your organization. This is a requirement for retaining your exempt status.

Thank you for your cooperation.

Sincerely,



Paul Williams  
District Director

Item Changed  
Name

From  
Delta Counseling and  
Guidance Center, Inc.

To  
Delta Counseling  
Associates

Letter 976 (DO) (7-77)

## INFORMATION FOR EVALUATION

### E.1 VENDOR QUALIFICATIONS

**E.1.A.** This proposal is for the provision of services in Region 4 (Counties of Drew, Desha, Chicot, Ashley and Bradley).

**E.1.B.** Delta Counseling Associates, Inc., is a private, non-profit corporation that provides comprehensive community behavioral health services for people who live in five counties of Southeast Arkansas. With a total population of around 85,000 people, counties served include Drew, Desha, Bradley, Chicot and Ashley.

- a. Delta Counseling was established on August 6, 1970, and has provided outpatient behavioral services for the past 48 years. With a total staff of 74 people, including part-time and contract staff, the following is a description of our clinical direct care staff:

- 2 – Psychiatrist
- 1 – Psychologist (PhD)
- 6 – LCSW
- 3 – LMSW
- 2- LPC
- 2 - LAC
- 2 – LPE – I
- 1—LMFT
- 7- QBHP/Degreed
- 15 – QBHP/Non-degreed

Delta Counseling provides a service array of outpatient services including individual, family and group therapy in each of the selected counties. Professional staff members all have experience providing counseling in home, community, natural and office environments. That experience includes working with families who have economic and functional challenges. In addition to those services described above, Delta Counseling provides Comprehensive Diagnostic Assessment/Diagnosis, Treatment Planning, Pre-care Screening, Psychological Evaluations, Psychiatric Diagnostic Assessments, Pharmacological Management, Psychoeducation, Behavioral Assistance,

Child & Youth Support, Family Support Partner, Peer Support, Individual/Group Life Skills, Individual/Group Pharmacologic Counseling, Adult Life Skills Development, Adult Rehab Day Services, Supportive Housing, Supportive Employment, Crisis Intervention, and Crisis Stabilization. We were recently issued our Operational Permit to provide Outpatient Substance Abuse Services at each of our sites throughout Region 4. Clinicians have begun training and we will begin providing services in the next 90 days.

Delta Counseling is a private non-profit enrolled as a behavioral service provider in the Arkansas Medicaid Program and is certified as an Outpatient Behavioral Health Agency. Provider numbers and service locations are listed below:

Monticello Service Center  
790 Roberts Drive  
Monticello, AR 71655  
Medicaid Provider #116387726

Warren Service Center  
1404 E. Church  
Warren, AR 71671  
Medicaid Provider #137462726

Dumas Service Center  
741 Hwy. 65 South  
Dumas, AR 71639  
Medicaid Provider #137463726

Lake Village Service Center  
1127 Second St.  
Lake Village, AR 71653  
Medicaid Provider #137464726

Crossett Service Center  
1308 W. 5<sup>th</sup>  
Crossett, AR 71635  
Medicaid Provider #137521726

Crossett Service Center (Satellite)  
1802 Hwy. 82 West  
Crossett, AR 71635  
Medicaid Provider #182625526

An administrative and support staff consisting of 29 employees provide assistance and support to each of the county offices.

Delta Counseling has a long history of well-established programs throughout the five county area. Over the years, Delta Counseling has established excellent working relationships with multiple community agencies and individuals such as law enforcement, court officials, hospitals, jails, DCFS, DYS, school districts, referral agencies and community based organizations for effective program functioning.

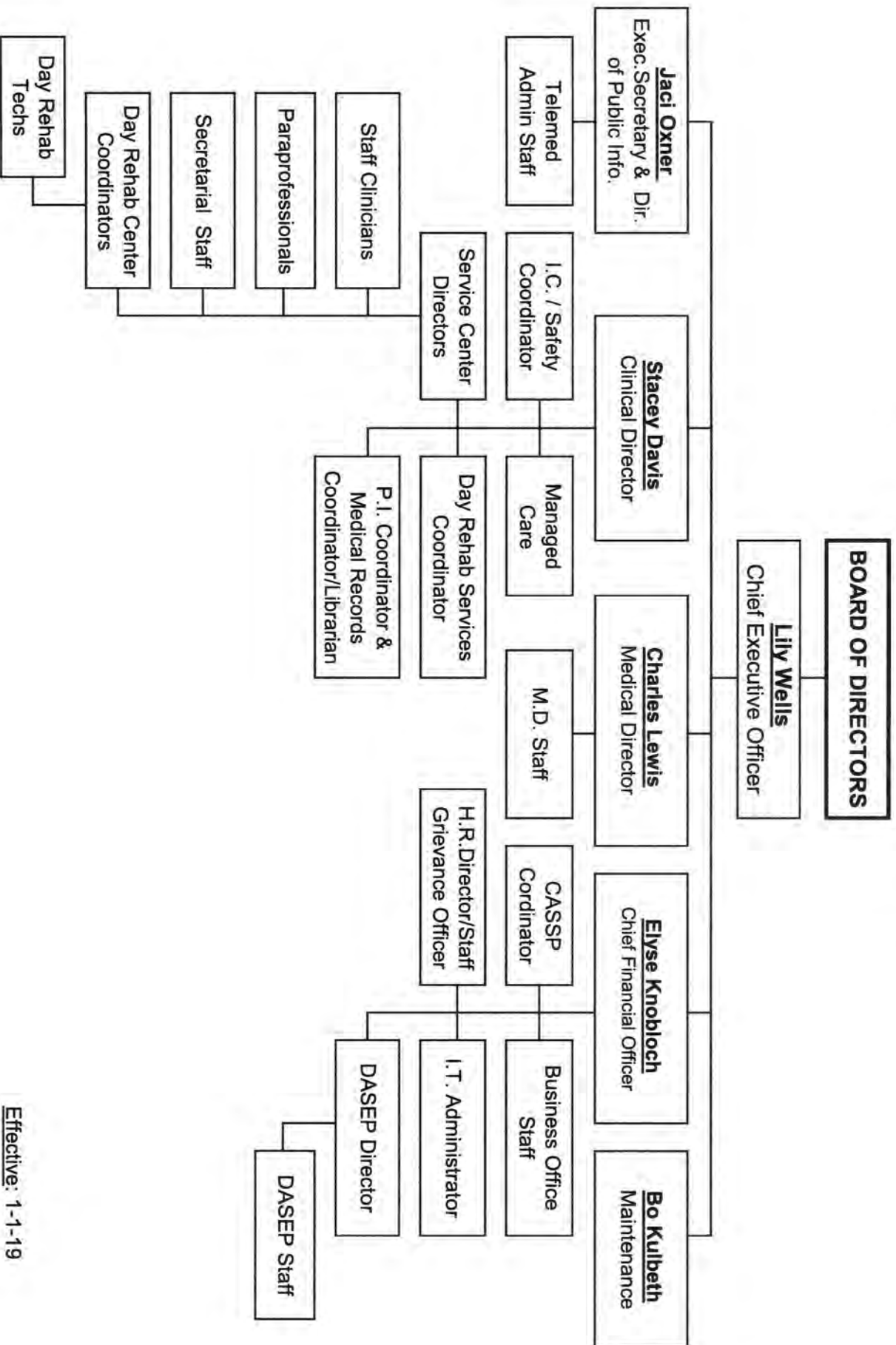
b. A list of the Board of Directors is below:

Dr. Theodore Portis, Chairman  
Ms. Sherri Witcher, Vice-Chairman  
Ms. Claudia Hartness, Sec./Treas.  
Ms. Kookie Barnes  
Ms. Katie Daniel  
Mr. Larry Fisackerly  
Ms. Lendora Early  
Ms. Betty F. Hendricks  
Ms. Vickie Hensley  
Ms. Synthia Johnson

c. Delta Counseling has 75 employees.

d. Organization Chart follows:

# DELTA COUNSELING ASSOCIATES Organizational Chart



Effective: 1-1-19

**E.1.C.** Delta Counseling has a current Outpatient Behavioral Health Agency (OBHA) certification from DHS and has certified Medicaid sites located in each county of Region 4 (Drew, Desha, Chicot, Ashley and Bradley). We are accredited through JCAHO. Delta Counseling Associates, Inc. is a private non-profit organization.

- a. Delta Counseling has provided outpatient behavioral health services for the residents of Region 4 for the past 48 years. Following is information regarding contracts Delta Counseling has had within the past 3 years relevant to the scope of work described in this RFQ.
  
- b. CMHC Contract/Contractor: DHS/Contract Amount: \$1,230,632.58  
Summary of Scope of Work: Provision of behavioral health services for persons discharging from ASH regardless of payor source, including individuals awaiting forensic restoration services. Services include Case Management, Crisis Assessment and Stabilization, Group Behavioral Health Counseling, Individual Behavioral Health Counseling, Interpretation of Diagnosis, Interpreter Services, Marital/Family Behavioral Health Counseling, Mental Health Diagnosis, Multi-Family Behavioral Health Counseling, Pharmacologic Management, Psychiatric Assessment, Psychoeducation, Telemedicine Services (Adults and Children), Treatment Plan, referral to Partial Hospitalization, Adult Day Rehabilitative Service, Peer Support, Supportive Employment, Supportive Housing, Adult Life Skills Development, referral to Therapeutic Communities, and Purchase of Psychotropic Medication. Provision of Community Services such as Consumer Council, Parent Training, Rural Services, Mental Health Awareness Activities, Response to Community Tragedies. Provision of SPOE Screenings, Mobile Crisis Services, FEP Services, Jail Diversion Services, Forensic Evaluations, FORP Services, CASSP, and Youth Outpatient Therapy Program (DYS).

DASEP Contract/Contractor: DHS/Contract Amount: \$222,642.00  
Summary of Scope of Work: Provision of education services for all individuals charged with the offense of DWI/DUI. Provision of recommendations to the court to assist the court in determining whether



an individual upon adjudication of guilt should received DWI/DUI education or be referred to a state approved treatment program. Provision of recommendations to the court based on results of the PSSR, client interview, SSSI, and AUQ. Provision of education services for all referred DWI/DUI offenders. Provision of community education regarding DWI/DUI laws and consequences and dissemination of information to local newspapers concerning alcohol awareness.

Head Start Contract/Contractor: SEACAC

Summary of Scope of Work: Provision of observations services for Head Start classrooms, staff training and consultation, parent training, advise and assistance with screening and assessment.

SOC Grant/Contractor: DHS/Contract Amount: \$94,436.07

Summary of Scope of Work: Develop and maintain infrastructure in the community to provide Wraparound and care coordination for youth and children with the highest behavioral health needs while building a strong system of care (SOC). SOC is a community collaboration of families and agencies creating a coordinated network of services, supports, and social opportunities aimed at keeping children and youth with severe emotional and/or behavioral health needs in their home and out of psychiatric hospitals, residential facilities, child welfare and juvenile justice system. Engaging families in their child's treatment and the community through family events, liaisons, family support partners, and encouraging families to facilitate their child's Wraparound team.

DYS Contract/Contractor: DHS/DYS/Contract Amount: 181,942.50

Summary of Scope of Work: Provision of Behavioral Health Services to DYS Youth in the Dermott Detention Facility.

Therapeutic Counseling Grant/Contractor: DHS/Amount: \$26,477.56

Summary of Scope of Work: Provision of behavioral healthcare services for persons who do not have health insurance and who are not eligible for other health insurance coverage. Services include Case Management, Group Behavioral Health Counseling, Individual Behavioral Health Counseling, Interpretation of Diagnosis, Marital/Family Behavioral Health

Counseling, Mental Health Diagnosis, Multi-Family Behavioral Health Counseling, and Psychoeducation.

Counseling Services Contract/Contractor: DHS/Amount: \$26,000.00

Summary of Scope of Work: Provision of behavioral healthcare services for DCFS referrals.

Nutrition Contract/Contractor: ADH/Amount: \$74,894.03

Summary of Scope of Work: This program provides for reimbursement of meals provided within our Adult Rehab Day programs where every client is served breakfast and lunch.

Vera Lloyd Childrens Home Contract/Contractor:VLPH/Amount:\$45,874.25

Summary of Scope of Work: Provisions of behavioral health services for children and youth housed at Vera Lloyd Presbyterian Home.

There are no corrective actions or litigation pertaining to the contracts described above.

**E.1.D** The following provides information relevant to functional experience of Delta Counseling's CEO, Medical Director, and Director of Clinical Services over the last 5 years.

a. Evidence of the qualifications and credentials of the respondent's key personnel:

Medical Director/Charles Lewis, MD – Dr. Lewis has work as a Psychiatrist both in the private and public sector working with children and adults for 25 years. He served as the Medical Director while in private practice at Rice-Lewis Clinic, in Little Rock, AR, for 17 years and work as a staff Psychiatrist for PFH, in Little Rock, AR, for 7 years prior to coming to Delta Counseling in January 2018 where he now serves as a full-time Medical Director.

CEO/Lily Wells – Mrs. Wells has 31 years of experience in business management and accounting. She served as Delta Counseling's Chief Financial Officer from 2003-2018 and began serving as Delta Counseling's Chief Executive January 1, 2019.

Clinical Director/Stacey Davis, LCSW – Mrs. Davis is a Licensed Certified Social Worker and has worked at Delta Counseling since 1996. She has served as Service Center Director in Lake Village, Children’s Services Director, and the Director of Clinical Services.

b. Resumes of the respondent’s CEO, Medical Director, and Director of Clinical Services follow:

**LILY J. WELLS**

931 Lone Sassafras Road  
Monticello, Arkansas 71655  
870-723-3430

**EDUCATION**

University of Arkansas at Monticello  
Monticello, Arkansas  
Graduated Magna Cum Laude – July 1988  
Bachelor of Science – Accounting

Drew Central High School  
Monticello, Arkansas  
Honor Graduate May 1982

**HONORS**

Recipient of the Paul Carter Award (1987)  
Member of Alpha Chi  
Dean’s List 3.77 GPA

**WORK EXPERIENCE**

From: 05/2003  
To: Present

**Delta Counseling Associates, Inc., Monticello, AR**

Chief Executive Officer – 01/2019

Managing the overall operations and resources. Developing strategy for growth and the source of communication between the board of directors and corporate operations.

Chief Financial Officer – 05/2003 – 01/2019

Managing all financial operations, including cash flow, financial planning, billing and financial reporting.

**Lily Wells**  
**Page 2**

From: 06/1999  
To: 05/2003

**Employers Staffing of America, Monticello, AR**

Controller

All financial responsibilities for five companies such as payroll, accounts receivable, accounts payable, general ledger and financial statements.

From: 05/1989  
To: 07/2016

**W.R. Hunter Co., LLC, Monticello, AR**

Accountant

All Financial duties for three companies owned by W.R. Hunter Company.

Curriculum Vitae

Charles Lewis, MD

Business Address: PO Box 241127  
Little Rock, AR 72223

Education: MD - University of Arkansas for Medical Sciences  
Little Rock, AR  
May, 1990

BS - Ouachita Baptist University  
Arkadelphia, AR  
Major: Chemistry  
May, 1986

BA - Ouachita Baptist University  
Arkadelphia, AR  
Major: Psychology  
May, 1984

Internship: Barnes/Jewish Hospital  
Washington University School of Medicine  
St. Louis, MO  
June, 1991

Residency: University of Arkansas for Medical Sciences  
Little Rock, AR  
Psychiatry  
July, 1991 - June, 1994  
  
Chief Resident  
Psychiatry  
May, 1993 - June, 1994

Clinical Experience: Rice - Lewis Clinic, Little Rock, AR  
Private Practice of Psychiatry  
June, 1994 - June, 2011  
Outpatient Medical Director  
January, 1998 - June, 2011

Preferred Family Healthcare, Little Rock, AR  
Staff Psychiatrist  
Public Sector Psychiatry  
December, 2010 - October, 2017

Pathfinder Behavioral Health Services  
Jacksonville, AR  
Staff Psychiatrist  
August, 2016 - August, 2017

Delta Counseling Associates, Inc.  
Monticello, AR  
Medical Director  
January, 2018 - Present

Stacey Davis  
113 Gateway Drive  
Monticello, AR 71655  
870-723-5324

### **EDUCATION**

University of Arkansas  
Little Rock, Arkansas  
Graduated 1996  
Master of Social Work (MSW)

University of Arkansas  
Monticello, Arkansas  
Graduated 1994 – Summa Cum Laude  
Bachelor of Science – Psychology

B.C. Rain High School  
Mobile, Alabama  
Graduated Valedictorian

### **HONORS**

Alpha Chi National Honor Scholarship Society  
Dean's List  
Awarded Department of Behavioral Science Alum I Scholarship  
Awarded SILO Research Grant  
Awarded Dan & Charlotte Hornady Scholarship  
Awarded Jewell Minnis Scholarship

### **WORK EXPERIENCE**

1996 – Present      Delta Counseling Associates, Inc., Monticello, AR  
Director of Clinical Services (prior Service Center Director,  
Childrens Services Director/CASSP Coordinator)



|           |   |
|-----------|---|
| 1995-1996 | Social Work Intern, DCFS  |
| 1994-1995 | Social Work Intern, UAP (University Affiliated Programs)          |
| 1987-1992 | Real Estate Investment and Management/Realtor                     |
| 1978-1987 | Potlatch Corporation, McGehee, AR<br>Quality Assurance Technician |

***E.1.E.*** Letters of recommendation follow:

City council

CEDRIC LEONARD  
AL PEER  
CRAIG McRAE  
CLAUDIA HARTNESS  
MICHAEL JAMES  
JOE MEEKS  
MICHAEL WIGLEY  
JONATHAN SCHELL



## City of Monticello, Arkansas

INCORPORATED NOVEMBER 01, 1852

MAYOR  
PAIGE CHASE  
CLERK  
ANDREA CHAMBERS  
CITY Attorney  
WHIT BARTON

February 5, 2019

To Whom It May Concern,

It is my pleasure, as the Mayor of Monticello Arkansas, to write explaining the importance of Delta Counseling here in our city. Delta Counseling is an important resource for our citizens and citizens in surrounding counties. The staff are highly qualified and are a part of our community. They are experienced and do their jobs with dedication and sincerity. Our community depends on your facility in a number of ways, employment of our citizens, treatment for friends and family, crisis intervention, and as a resource for information. We appreciate what Delta Counseling brings to our community and value the services provided by your office.

Please call me at (870)367-4400 at any time with any questions or concerns you may have.

Sincerely,

A handwritten signature in cursive script that reads "Paige Chase".

Paige Chase  
Mayor Monticello Arkansas  
montmayor@att.net

# **TERESA A. FRENCH**

*CIRCUIT JUDGE \* TENTH DISTRICT \* DIVISION FIVE*

Mailing Address:  
PO Box 50  
McGehee AR 71654

Telephone: (870) 222-6598  
Facsimile: (870) 222-6597  
Case Coordinator: Kay Beatty  
Court Reporter: Bobby Reynolds

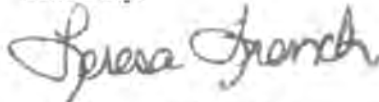
March 12, 2019

To whom it may concern,

Delta Counseling Associates is a local community based behavioral health provider in our area who we depend on for our involuntary commitment process for mentally ill adults. The emergency services coordinator helps to arrange, assist and screen all who are petitioned to court. This is all completed on site at each court hearing and this helps the transition and coordination of services run smoothly. Sometimes there are multiple people who need to be screened. Inpatient and outpatient mental health services are established and law enforcement assists in transporting the individuals to their destination.

As you can see, Delta Counseling Associates is a crucial behavioral health provider in our catchment area within Ashley, Bradley, Chicot, Desha and Drew Counties. They are a provider who comes into constant contact with mental commitment adult referrals. Delta Counseling demonstrates the qualifications and experience in crisis and providing behavioral health services in our community. In order to best serve these populations, the community has to work together as our resources are limited.

Sincerely,



Judge Teresa French  
Circuit Judge



**Drew Memorial**  
HEALTH  
SYSTEM

March 8, 2019

To whom it may concern,

Delta Counseling Associates is a vital resource for Drew Memorial Health System. During mental health crises of indigent patients, Delta Counseling provides essential assessments that facilitate the transition of our patients to acute hospitalization. DCA also provides assistance for individuals in our hospital requiring involuntary commitment through the court system.

The emergency services coordinator along with multiple of their mental health professionals have assisted with screenings both inside of our facility as well as immediately after discharge. DCA staff are always available to adjust their schedules when support is needed in crisis situations.

The mental health professionals at DCA continually demonstrate professionalism, knowledge, and the qualifications necessary to meet the unique needs of our community. They are a part of both hospital and community committees and are committed to the advancement of mental health treatment in southeast Arkansas. Their services are an invaluable asset to both myself and DMHS physicians.

Sincerely,

Kelli McTigrit, M.S.W., LMSW  
Drew Memorial Health System

**Scott Barrilleaux**  
Chief Executive Officer

**Board of Governors**

Mike Akin, Chairman  
Carl Lucky, Vice Chairman  
Wayne Owen, Secretary  
Reggie Binns  
Jay Jones  
Robin McClendon

**Active Staff**

James, Atkins, M.D. Chief of Staff  
Lakshmi, Battala, M.D.  
Scott Claycomb, M.D.  
Jay Connelley, M.D.,  
Michael Fakouri, M.D.  
John Jerius, M.D.  
Julia Nicholson, M.D.  
Michelle Pittman, M.D.  
Kelly Shrum, D.O.  
Sylvia Simon, M.D.  
Timothy Simon, M.D.  
Jeffrey Reinhart, M.D.

**DREW MEMORIAL HEALTH  
SYSTEM**  
778 SCOGIN DRIVE  
MONTICELLO, AR 71655  
PHONE: (870) 367-2411  
FAX: (870) 460-3562  
www.drewmemorial.org



**DREW COUNTY SHERIFF'S OFFICE**

***SHERIFF MARK GOBER***

210 S. MAIN ST. MONTICELLO, ARKANSAS 71655  
(870) 367-6211 / FAX (870) 460-6217  
[WWW.DREWCOUNTYSHERIFF.COM](http://WWW.DREWCOUNTYSHERIFF.COM)

March 8, 2019

To Whom It May Concern:

Delta Counseling provides exemplary service to the citizens of Drew County and the Drew County Sheriff's Department at all times. They have always shown complete dedication to our department, they provide screenings anytime they are requested. They always provide my department with immediate feedback.

We have such a good working relationship with Delta Counseling and have so much respect for all they do. My department knows that they can reach out to the staff of Delta Counseling at any time and that is greatly appreciated.

If you have any questions or concerns feel free to contact me at 870-367-6211.

Sincerely,

Sheriff Mark Gober

**ASHLEY COUNTY DISTRICT COURT**  
**Twenty-Sixth District**

**Reid Harrod**  
District Judge

**Hamburg Division**  
P.O. Box 72  
Hamburg, AR 71646  
Telephone: 870-853-8326  
Facsimile: 870-853-5433  
[hamburg@ashleycountydistrictcourt.org](mailto:hamburg@ashleycountydistrictcourt.org)

**Angelia Linder**  
Chief Clerk

**Heather Emory**  
Deputy Clerk

March 4, 2019

To Whom it May Concern;

I am currently serving as the State District Judge for the 26<sup>th</sup> District with the Courts in Hamburg and Crossett. While our Court does not have primary jurisdiction of involuntary civil commitments, we routinely hear misdemeanor and preliminary felony criminal cases. As you may be aware, all too often, individuals in the need of services for mental health and dependency issues find themselves swept up into the criminal system. Consequently, we deal with this population on almost a daily basis.

In the criminal context, a paramount concern is to ensure that accused individuals do not commit further offenses while awaiting trial or after a subsequent conviction. This release decision is more complicated when that person is struggling with a mental health issue. Of course, the availability of evaluation and treatment is an absolute necessity.... as is the means to ensure compliance with any treatment plan which may be developed.

In the times past, the lack of coordination between treatment providers, law enforcement and the Courts has been extremely frustrating. An individual could be ordered to comply with treatment as a Condition of Pretrial Release or Probation after conviction and for various reasons there would be no follow up until he had deteriorated to the point that he was arrested again. Also, in cases where it was desperately needed, there was little likelihood of being able to arrange for long or intermediate term placement other than with the County Jail.

In our area, Delta Counseling and Associates is the primary mental health services provider. While they have been of great assistance in the past, their recent addition of Meredith Hudson as a Licensed Professional Counselor (LPC) & Emergency Services Coordinator has proven to be very beneficial to the Court. She has worked diligently to screen Defendants who we refer to her after initial Pre-trial Hearing and to ensure that proper treatment is made available, if needed. Just as importantly, she has worked to keep both the Circuit and District Courts apprised of any non-compliance issues in an effort to minimize the number of "revolving door" cases where these individuals receive short term acute care, are lost in the system, allowed to deteriorate and then picked up on new charges. Ms. Hudson has also been instrumental in helping to find long term placement for those people who simply can not function on their own for any extended period.

In summary, Delta Counseling is indispensable in serving the needs of in our community. We appreciate their contribution.

Sincerely,



Reid Harrod

# ASHLEY COUNTY LAW ENFORCEMENT AND DETENTION CENTER

TOMMY STURGEON, SHERIFF

842 ASHLEY RD 12 WEST  
870-853-2040

HAMBURG, ARKANSAS 71646  
FAX 870-853-0017



To whom it may concern,

Regarding the Ashley County area, community mental health services are provided by Delta Counseling Associates for crisis and behavioral health. The Emergency Services Coordinator comes to the jail to screen for district court for Judge Reid Harrod and for involuntary commitments for mentally ill adults. The Ashley County jail staff and deputies assist with many transports for mental health purposes to hospitals as well as to the local Delta Counseling Office for outpatient services. Ashley County Sheriff's Department and Delta Counseling Associates have a good rapport and coordinate together to assist the mentally ill in our community.

Sincerely,

A handwritten signature in cursive script that reads "Tommy Sturgeon".

Sheriff Tommy Sturgeon



**MORLEY LAW FIRM, PLLC**

ATTORNEYS  
609 Robert S. Moore Avenue  
Arkansas City, AR 71630  
(870) 877-9339  
FAX (870) 877-2288

DEAN R. MORLEY (1910-1998)  
STEPHEN E. MORLEY  
Deputy Prosecuting Attorney  
Desha and Chicot Counties  
Email: clairgpm@swbell.net

MAILING ADDRESS:  
P.O. BOX 474  
ARKANSAS CITY, ARKANSAS 71630

CENTRAL ARKANSAS OFFICE  
315 NORTH BROADWAY  
NORTH LITTLE ROCK, ARKANSAS 72114  
(501) 372-4314  
FAX (501) 375-3045

To whom it may concern,

In my professional experience, Delta Counseling demonstrates the qualifications and experience in crisis and providing behavioral health services in our community. Delta Counseling Associates is easily accessible in all five counties for the 10<sup>th</sup> judicial district. The Emergency Services Coordinator directly assists the 10<sup>th</sup> judicial circuit court with involuntary commitment hearings for adult. Also we work with coordinating outpatient behavioral health services with the therapists in the different county locations. We are grateful for their community mental health services.

Sincerely,



Stephen E. Morley  
Deputy Prosecuting Attorney  
Desha and Chicot Counties

## **E.2 GENERAL SERVICE DELIVERY REQUIREMENTS**

**E.2.A.** Delta Counseling provides community based alternatives to adults with serious mental illness (SMI) and to children with serious emotional disturbance (SED) through supportive services. Services and assistance are provided in the community, in-home, and in the clinics throughout the Region 4 based on the individual need of the individual and/or family. We serve as the Single Point of Entry for the Arkansas State Hospital and provide for local acute care hospitalization for indigent adults needing psychiatric hospitalization. We assist individuals and families in meeting basic needs through linkages to community resources. Crisis intervention and stabilizations services are provided to help maintain individuals in the communities where they live. Through the provision of mobile crisis services, supportive housing, supportive employment, assistance with healthcare coverage enrollment, and medically necessary behavioral health treatment services, individuals served are able to achieve a higher level of success of being maintained in the communities where they live. Resource directories and ongoing educational and public awareness events are provided throughout our Region where we have an established collaborative network that includes our Consumer Council, Regional CASSP Coordinating Council, law enforcement, schools, universities, hospitals, jails, faith-based organizations, community groups, PCP's, DCFS, and many other community entities.

To promote recovery for our clients and enhance their ability to function and live safely within the community, our community support program has a structured continuum of care that provides services such as 24-hour emergency services, crisis stabilization, care coordination, recovery support and aftercare. A strong collaborative network has been developed over the years with our hospitals, jails, law enforcement, and the court system where we work together to ensure the needed supports and treatment along the individual's continuum of care. Our Emergency Services Coordinator leads a team of trained clinicians in the provision of mobile crisis services with the goal of preventing hospitalization and reducing involvement with law enforcement or the criminal justice system when possible by providing immediate access to diversion services and treatment within the community.

Our recovery-based support services such as supported housing supported employment, illness management and peer support, are designed to promote stability, growth and a sense of hope for the individuals we serve. This multi-faceted approach to healing encourages involvement with family, friends, and community outreach partners. Our programs and services are designed to promote choice and independence within the individual's capacity to do so.

**E.2.B.** Delta Counseling currently provides telemedicine services for each county in Region 4. Psychiatric Assessments and Pharmacological Management services are provided through telemedicine and we have the capacity to provide Mental Health Diagnosis, Interpretation of Diagnosis, Individual Therapy, and Psychoeducation at each of our county service sites. It is the policy of Delta Counseling that all healthcare providers providing telemedicine services shall follow applicable state and federal laws, rules and regulations. Delta Counseling meets all requirements for licensing and certification as it pertains the provision of healthcare services through communication technology and telemedicine standard of care.

### **E.3 SERVICE DELIVERY DUTIES**

**E.3.A.** Delta Counseling has a well-established structure for the provision of crisis services to any individual (child, youth, adult) experiencing a psychiatric or behavioral crisis within Region 4.

a. (i). Mobile crisis services are provided to all adults, youth, and children experiencing a psychiatric or behavioral crisis without a payor source for medically necessary services.

(ii). Mobile crisis services are provided to the DCFS population. Upon request, a face-to-face crisis intervention/assessment is completed in a community setting which includes a foster home, school, or DCFS office. The goal is to maintain the child in the community and provide stabilization services to prevent hospitalization. If appropriate, a safety plan is developed and a face-to-face follow-up within 48 hours of the initial crisis.

b. Policies and Procedures for the provision of assessment and stabilization services by licensed behavioral health professionals through the Mobile Crisis

Team are maintained and followed. Crisis services and individualized triage services are provided regardless of payor source.

c. Our Mobile Crisis Team responds to Psychiatric and Behavioral Crises in the community throughout Region 4 with the goal of preventing deterioration of the client's functioning. These services are provided in a setting that provides safety for the individual, the community, and the team, such as the CMHC clinic/office, hospital, or jail. For the DCFS population, these services may also be provided in the foster home, school, or DCFS office.

d. Our Crisis Policies and Procedures describe protocol for managing crises for children, youth, and adults. Our Mobile Crisis Team is overseen by our Emergency Services Coordinator who works with local law enforcement, courts, jails, hospitals and crisis stabilization units to coordinate these activities and services. Crisis Policies and Procedures describe requirements for screening any individual regardless of pay source. Policies also describe our protocol for determining competency, direct access to a physician or APRN as needed, annual crisis training, process improvement and staff development. We provide 24 hour emergency services for adults, youth, and children and maintain a 24 hour emergency services crisis line. It is our policy that a behavioral health professional responds to a request for a crisis assessment by phone within 15 minutes of the request. A face-to-face assessment is provided by a behavioral health professional within two hours of the emergency to determine the seriousness of the individual's impairment. If the assessment occurs outside of the two hours, it must be agreed upon by both parties and the cause documented. It is our policy to ensure that a crisis assessment and appropriate crisis services are provided even if the individual has another behavioral healthcare provider. In that case, that healthcare provider may be contacted for continuity of care. All crisis assessment activities are documented and are completed within 24 hours of the contact.

e. Delta Counseling utilizes an evidenced-based screening assessment to measure danger to self and others. These tools include the SAFE-T, Columbia Suicide Severity Rating Scale (CSSR) and Homicide Risk Assessment. Our Risk Assessment includes the following required elements: documentation of support network, clinical recommendations and disposition, steps taken for local acute placement, contacts made to the individual's behavioral health treatment team,

how team worked with caregiver or support network to de-escalate crisis or problem solve, recommended course of action, documentation of recommended treatment services, response to treatment, time and place of recommended treatment services. In the event placement is needed and cannot happen immediately, all attempts for placement are documented until placement is secured. Crisis services are provided in the meantime until placement is found or the individual is deemed stable by a medical or behavioral health professional. Evidence of stabilization is then clearly documented.

f. Delta Counseling maintains a DHS certified location in every county of Region 4. Our 24-hour hotline which is staff by behavioral health professionals also serves as a Warm Line and is available to clients in crisis during evenings, weekends, and holidays.

g. It is the policy of Delta Counseling that all individuals screened/assessed by the Mobile Crisis team be triaged into the least restrictive setting and services which may include immediate behavioral health treatment by a behavioral health professional, crisis stabilization services, referral to substance abuse detox, referral to an Acute Crisis Unit, or admissions to acute psychiatric hospitalization. Rationale for intervention services are clearly documented.

h. A Crisis Stabilization Plan is completed when individuals are diverted from Acute Care Hospitalization. The Crisis Stabilization Plan includes the following required elements: documentation of individual's suggestions to help avoid harm to self or others, avoid anxiety/fear until intervention begins or continues, documentation of follow-up. A Safety Plan is completed for the DCFS population when diversion is possible. This Safety Plan is provided to anyone involved with the child such as the DCFS worker, foster parent, child, etc. A follow-up contact (face-to-face) is scheduled within 48 hours of the crisis. When diversion is appropriate, alternatives are discussed and clearly documented such as immediate outpatient treatment or linkage to community resources. When a crisis is re-occurring, the team re-evaluates previous crises and safety plans and uses and collaborative approach such as Wraparound to provide additional treatment or supportive services.

i. Upon completion of a Crisis Assessment, Delta Counseling refer the individual to alternative treatment resources as appropriate which includes

referral to the individual's current provider or care coordinator. Delta Counseling acts as the Single Point of Entry in Region 4 for Arkansas State Hospital for those being referred voluntarily or involuntarily. Anyone requesting assistance with the involuntary commitment process is provided with help regarding contact information, paperwork, etc. We complete the necessary paperwork as appropriate, provide assistance with the involuntary commitment process, and appear for all involuntary commitments. Because of our well established Mobile Crisis Assessment process and team, our monitoring and tracking process, and strong collaborative networks throughout our Region, we are able to provide immediate access to assessment and appropriate treatment for individuals so they can successfully function in their homes and communities. In the event that additional or alternative resources are needed that require hospitalization or home displacement, an integrative approach involving the client, family, friends, and any identified community resources, is utilized to help return the client to their home and community.

j. Delta Counseling works with hospitals, jails, and other community partners to coordinate aftercare for those individuals being discharged from acute hospitalization. Schedulers are trained to ensure that follow-up appointments are scheduled within 7 days of discharge. We do not funnel these appointments through our "walk-in" clinics. Additionally, aftercare planning is coordinated by our Emergency Services Director who coordinates discharge and follow-up planning, tracks appointments, and monitors compliance and progress. Those clients involved with the court system and tracked and monitored and reports are provided to the courts as well. Delta Counseling employs a full-time Care Coordinator who is responsible for resource location and linking clients to needed community resources and services, including assistance with enrollment for insurance.

k. Delta Counseling administers Acute Care Funds (ACF) for psychiatric hospitalization for adult clients experiencing a psychiatric or behavioral crisis. These funds are utilized as a payor of last resort and are only used for individuals 18 and over. For adults who have no payor source for hospitalization and are not members of a PASSE, ACF funds are utilized to pay for hospitalization. In those situations where hospital diversion is appropriate for an Acute Crisis Unit, Acute Care Funds may be used to provide these services for clients living in a family with income up to 200% of the federal poverty level and not eligible for Medicaid.

Delta Counseling has a Memorandum of Agreement with Birch Tree Communities in Benton, Arkansas, to provide Therapeutic Community Services at the current Medicaid rate of \$185/day. Delta Counseling will subcontract with DHS Acute Crisis Units for those clients deemed appropriate for diversion from inpatient hospitalization.

**E.3.B.** Delta Counseling provides services for individuals related to ASH, including Clients needing admission to or awaiting admission to ASH, Clients awaiting discharge from ASH, Clients discharged from ASH, and those with Community-based 911 status.

a. Delta Counseling serves adults, youth, and children residing within Region 4 who are in need of admission to ASH, awaiting an ASH bed and on the ASH waiting list, Clients referred by ASH currently receiving services at ASH who were residing in Region 4 at the time of admission and preparing for discharge to return to Region 4, and clients referred by ASH who have been discharged from behavioral health treatment services at ASH, including those with Community-based 911 status. These clients are monitored and tracked through our Emergency Services Program led by our Emergency Services Director (ESD). Our ESD works with ASH, the courts, law enforcement, and other community entities to ensure the client is linked to appropriate behavioral health services and/or other needed resources. Delta Counseling serves as the SPOE for ASH providing assessments for individuals in Region 4 with serious psychiatric emergencies. SPOE assessments are provided for all clients, voluntarily or involuntarily, needing admission to ASH.

b. Delta Counseling serves as the SPOE for ASH. SPOE screenings occur within two hours of the initial request unless a different time is agreed upon. The condition and needs of the client are always considered in those cases where a screening needs to be delayed for a short period of time due to unforeseen circumstances. Screenings are priority and all staff members are trained on DCA protocols for receiving requests to ensure there is timely response. Screenings determine whether it is medically necessary for inpatient hospitalization and justification for hospitalization, diversion, or alternate remedies are documented. Documentation also includes rationale if screening occurs outside of the two hour time limit. Delta Counseling provides training for every behavioral health

professional on our screening process. Training and competency is documented on an annual basis. All SPOE's are completed by a behavioral health professional. Our SPOE/Crisis Intervention Form contains all the information as set forth in this RFQ if the client is screened in a medical facility or emergency department. As part of the SPOE/Crisis Intervention, we utilize an evidence-based risk assessment tool (SAFE-T, CSSR) to determine Suicide Risk Level and Homicide Risk Level. If the SPOE/Crisis Intervention is completed in a clinic, our form includes all the elements set forth in this RFQ. All SPOE/Crisis Intervention forms and assessments are completed by a trained behavioral health professional. Our Emergency Services Director coordinates all ASH admissions and ensures authorization letter is provided to ASH.

c. Our Emergency Services Director or designee provides Care Coordination services to any individual awaiting admission to ASH. This includes assistance with insurance enrollment. For any individual awaiting hospitalization or those discharging from ASH who are uninsured or underinsured, we provide appropriate and medically necessary services available under the OBHS Manual and Adult Behavioral Health Services for Community Independence Manual. Services are provided to assist and stabilize clients while waiting admission or after discharge. Delta Counseling has multiple contracts with psychiatric hospitals throughout the state. Acute Care Funds are utilized to secure beds at a contracted hospital if a bed is not available at ASH. Acute Care Funds are utilized as a payor of last resort. All placement efforts are fully documented and in the event a bed cannot be immediately secured, all continuing placement efforts and resolution is documented.

d. Delta Counseling provides Care Coordination services to all clients discharging or preparing for discharge from ASH, when requested by DHS. Our Emergency Services Director or designee is responsible for coordinating therapy services, medication management, assistance with PCP, linkage to community resources, and any other identified need to help the client successfully re-enter the community. It is the policy of Delta Counseling that all hospital discharges be scheduled for a follow up appointment within 7 days. We do not utilize "walk-in" appointments for this purpose. The Emergency Services Director or designee initiates the process of insurance enrollment prior to discharge. The ESD or designee also assists with housing and transportation if applicable. It is the role of



ESD or designee to regularly communicate with ASH staff regarding the client's status, discharge, and other identified needs.

e. Delta Counseling serves Ash discharges referred by ASH regardless of payor source. Care Coordination is provided to ASH discharges and our ESD coordinates the initiation of the insurance enrollment process. We ensure that follow up appointments are scheduled within 7 days of discharge. Our walk-in clinics are not utilized for this purpose. We provide appropriate and medically necessary services available under the OBHS Manual and Adult Behavioral Health Services for Community Independence Manuals to assist and support with stabilization for those individuals for the uninsured and the underinsured. These services include but are not limited to: Adult Day Rehab, Adult Life Skills Development Supportive Employment, Supportive Housing, Peer Support Medication Management, Therapy, Care Coordination and Therapeutic Community placement. Delta Counseling provides services to Community-based 911 status clients regardless of payor source. When 911 clients complete treatment at ASH, we provide the necessary treatment when they are conditionally released. Our clinicians coordinate with the 911 monitors and provide required monthly reports regarding the client's treatment, response, compliance and recommendations. We coordinate with ASH to ensure that 911 clients receive the needed treatment within the community. These treatment activities and processes are overseen by our Emergency Services Director where compliance is tracked and monitored. Treatment services include but are not limited to: therapy, medication management, substance abuse treatment, and drug testing as prescribed and/or appropriate referral within the community. Clients being discharged from ASH are scheduled appointments for follow-up within 7 days of discharge. Walk-in appointment protocol is not used for this purpose.

f. Delta Counseling provides services to 911 status clients referred by ASH regardless of payor source and who are not a member of a PASSE. Care Coordination is provided through our Emergency Services Director or designee to those conditionally released that have no insurance or insurance other than Medicaid. These clients are provided with assistance enrolling for insurance coverage as appropriate. Delta Counseling provides services available under the OBHS Manual and Adult Behavioral Health Services for Community Independence Manual to assist and support with stabilization for those individuals who are

uninsured or underinsured. If Therapeutic Community placement is deemed medically necessary, Delta Counseling will be responsible for payment for those clients we originally referred if there is no payment source. Delta Counseling has a signed agreement with Birch Tree Communities for the provision of Therapeutic Community Services.

**E.3.C.** Delta Counseling provides Forensic Evaluation services (ACT 327, ACT 328, and ACT 310) for all court-ordered clients referred by DHS. Forensic Evaluations are provided by a Qualified Psychologist who attends annual updates of the forensic certification course approved by DHS and provides court testimony upon request. All forensic evaluations are tracked and monitored to ensure that time frame and all evaluation process requirements are met as set forth in this RFQ. If we are notified of any revisions or changes regarding these requirements, those revisions or changes will be implemented according to DHS timelines. Those clients not fit to proceed may be referred to our Forensic Restoration Program (FORP). Delta Counseling provides FORP services to individuals residing in jail or out in the community. These services include but are not limited to Assessment, Individual Therapy, and Medication Management. When a client deteriorates and the FORP clinician determines a need for inpatient hospitalization, a referral is made to ASH. After a 6 month period, if it is determined that the FORP client is non-restorable, the clinician refers this client to ASH. If at the end of the 6 month period, the FORP client is determined restored by the clinician, an ACT 310 evaluation is completed to confirm restoration and results are provided to the court. All data related to services for the Forensic Evaluation population is submitted in a timely manner upon request to DHS and in the format identified by DHS.

**E.3.D.** Delta Counseling provides FORP services to any individual referred by DHS who have been deemed unfit to proceed with the criminal justice or legal process. Within our Forensic Restoration Program, we provide educational, clinical, and medically necessary behavioral health services to individuals awaiting a hearing or trial. These services begin upon receiving a letter of referral from ASH. All FORP services are provided by qualified behavioral health professionals who have successfully completed FORP training provided by ASH. Delta Counseling currently has three behavioral health clinicians trained to provide FORP services. FORP clients are scheduled for their first appointment within 7 days of the referral. If the client fails to arrive for the appointment, ASH is notified by the

next business day following the day of the missed appointment. All progress notes and reports are documented according to the required specified criteria. Required documentation is provided to designated DHS staff within the required timelines and method of transmission. FORP funds are utilized as payor of last resort. If the FORP client has a reimbursable payor source, that payor source is utilized. Our Forensic Restoration Program uses the most current DHS approved curricula. Individual Outpatient Restoration provides for the instruction of prepared educational curriculum with each FORP client whether they are in jail or in the community. These educational services are provided by a Licensed Mental Health Professional. The FORP clinician utilizes structured sessions to provide FORP services to achieve defined goals documented in the Treatment Plan or restoration curriculum. Care Coordination services are provided to all FORP clients which may include but are not limited to linkage facilitation between the courts and jail personnel, service referrals, court appearances, facilitating transportation as appropriate. Care Coordination, tracking and monitoring activities are overseen by our Emergency Services Director or designee to ensure compliance with FORP requirements. Other services within our Forensic Restoration Program include Marital/Family Counseling, Group Counseling, Pharmacological Management, Mental Health Diagnosis, Psychiatric Assessment, Psychological Evaluation and Treatment Planning. Interpreter Services are secured and provided upon DHS approval. Psychotropic medication is purchased when needed. Drug Screens are provided within the FORP. Once it has been determined that an FORP client has been restored to competency, the DHS FORP Director is notified and a request is made for an ACT 30 forensic re-evaluation. While waiting for the forensic re-evaluation, the FORP client is provided with a minimum of one face-to-face contact a month by the clinician. For any FORP client who cannot be restored, a referral is made for admission to ASH. While awaiting admission, the client is provided Care Coordination services and medically necessary services available under the OBHS Manual and Adult Behavioral Health Services for Community Independence Manual to assist and support stabilization. During this waiting period, the client will be seen at least once a month.

**E.3.E.** Delta Counseling provides services to Non-Medicaid individuals who meet criteria for SMI within Region 4.

- a. Care Coordination services are provided to non-Medicaid clients including assistance with insurance enrollment. Within each office in each county of our Region, the office staff have a packet that they present to all clients who do not have a payor source. This includes necessary information about the insurance application and how to apply. Office staff are trained on this process so that they may provide assistance to clients to facilitate the application process if needed.
- b. Medically necessary services are provided to non-Medicaid clients as described in the current OBHS Manual and the Adult Behavioral Health Services for Community Independence Manual. Delta Counseling currently provides and will continue to provide medically necessary services to all clients in our region. Clients uninsured or underinsured will receive the same medically necessary services. This includes counseling services and more intense services such as rehabilitative day service, adult life skills, supportive housing, supportive employment and peer support. We also provide injections to clients on psychotropic medications to clients regardless of coverage. Injections are provided in the clinic and in client homes.
- c. Delta Counseling will provide Club House Model services to non-Medicaid clients. Core components will include supported employment, access to community support, such as housing and medical services, assistance in accessing educational resources, “reach-out” to maintain contact with all active members, participation in program decision making and governance, an evening, weekend and holiday social programs. We will have a designated Clubhouse staff who will assist and work side by side with members. The goal of the club is to provide a support system for individuals with mental illness rather than a treatment program to promote better quality of life, perceived recovery from a mental health problem, and employment. We will serve a variety of ethnic, cultural, and socioeconomic groups and membership will be voluntary. We plan to utilize a building that will provide a group room, kitchen, a room to hold trainings, exercise room, and a resource room to house a Community Resource Center. A code of standards will be developed by the members. Members will be involved in all aspects of decision making related to Clubhouse. Clubhouse will help members

build confidence, independence, work on skill sets and provide opportunities for peer to peer support.

**E.3.F.** Delta Counseling provides First Episode of Psychosis (FEP) services to clients throughout Region 4.

- a. Any individuals coming into care between the ages of 15 and 34 are assessed to see if they meet the criteria for First Episode of Psychosis. Once they are identified, they are placed into our FEP Program. These services are provide to all FEP clients who are without a payor source, or have insurance benefits that will not reimburse for FEP services. All services set forth in this RFQ are provided in our FEP Program.
- b. To increase early identification, we are enhancing our community education efforts to include an event twice a month to promote awareness regarding First Episode of Psychosis. This includes but is not limited to written literature in the form of pamphlets, flyers, fact sheets, and resource information sheets. Our Public Information Director will coordinate all public education and awareness activities and the distribution of FEP literature to high school counselors/teachers, college counseling centers, PCP offices, law enforcement, juvenile court and juvenile probation officers, homeless shelters, jails and emergency departments throughout Region 4 as set forth in this RFQ. Additionally, we provide in-service trainings for community organizations and collaborate through our Regional Coordinating Council to disseminate information. We provide public information booths on a regular basis for health fairs, school events, and other annual community venues. Our awareness campaign will include Public service announcements through radio, tv, and newspapers. We will also utilize online and social media venues to help educate the public about warning signs of psychosis and provide resource information about what to do and where to get help.
- c. Our FEP Program utilizes an evidence-based model that provides services which are client-centered, strength-based, and congruent with the age and ability level and provided with cultural competence. This coordinated specialty care model is a recovery-oriented treatment program for people with FEP. The client and treatment team work

together to create a personal treatment plan. Services include psychotherapy, medication management, family education and support and work or education support, depending on the individual's needs and preferences. The Client and team work together to make treatment decisions, involving family members as much as possible. The goal is to link the individual with FEP services as soon as possible after psychotic symptoms begin. Utilizing a shared decision making approach, the individual and team work together to find the best treatment options based on the individuals unique needs and preferences. Family members are included in the process when appropriate. Medication management services are provided where antipsychotic medications are utilized to help reduce psychotic symptoms. The benefits and risks are discussed with the individual so they can make informed choices about this treatment. Supported employment/education services are provided because psychosis can hurt school attendance and academic performance or make it difficult to find or keep a job. These services are a way to help individuals return to work or school by providing assistance with skills development to help individuals reach their personal school and work goals. The goal of our FEP Program is to identify individuals who are beginning to experience symptoms of psychosis such as hallucinations, delusions, or disorganized speed and provide intervention to prevent negative life events from occurring when psychosis is untreated such as dropping out of school, losing the ability to work, and losing contact with friends and family and to help return individuals to a productive independent life.

#### FEP PROGRAM SERVICE DESCRIPTIONS

**Care Coordination:** This service is provided to individuals experiencing FEP who are not a member of a PASSE. Care Coordination consists of helping clients and their families to problem solve and take care of their daily needs. This includes linkages to community resources, supports for housing and employment needs, assistance with insurance enrollment, assistance with budgeting, transportation, and getting linked to medical providers. Care Coordinators work with clients and families in the clinic, home and community settings. They work under the direction and supervision of the clinician with whom they have frequent contact.

**Evidence-based Therapy Services:** These services include Individual and Group Behavioral Health Counseling. These treatment modalities are designed to reduce or alleviate symptoms related to the mental health or substance abuse disorder, maintain or improve the client's level of functioning, or prevent deterioration. Clinicians providing FEP services are utilizing Cognitive Behavioral Therapy for Psychosis (CBT-P) or Individual Resiliency Therapy (IRT).

**Family Education and Support:** This service provides psychoeducation to clients and families through the use of multifamily or single family group settings. This provides education regarding mental illness, substance abuse, and tobacco cessation. These group settings help clients to learn healthy ways to communicate, solve problems and cope. This provide opportunities for peer support and enhances the recovery process.

**Evidence-based Pharmacotherapy:** All FEP clients are provided with pharmacologic evaluation and management services to help reduce, eliminate, or stabilize psychiatric symptoms. This service includes prescription, administration, monitoring, supervision, and information regarding potential effects and side effects of medication to help individuals make informed decisions about their treatment. FEP clients are provided with a low-dosing medication protocol and monitored for side effects, compliance and attitude regarding medication, and how medication is effecting symptomology.

**Supported Employment and Education:** FEP clients are provided with assistance to help them enter or return to work or school. We work with clients to help facilitate their success in reaching desired vocational/educational/employment milestones and goals. Through community collaborations, we provide assistance with linking them to resources to help them reach their recovery goals across these domains.

**E.3.G.** Delta Counseling provides Community-Based Services and Support to our clients throughout Region 4.

- a. Delta Counseling has well established community partnerships and collaborations with agencies, stakeholders and groups within Region 4. We have developed and maintained an infrastructure throughout the years that includes a multi-layer network of community entities and resources. This network links us to a broad array of services, resources, and opportunities to ensure that the individuals we serve have what they need to live safely and successfully in the communities which they live. Our Regional Care Coordinating Council consist of various people such as consumers, educators, local behavioral health providers, developmental disabilities staff, health department staff, law enforcement, court system staff, and other community and faith based agencies. We meet on a regular basis throughout the year and work together to achieve goals that have been set by the team. Strategic planning revolves around assessed needs of our families and communities. We have an active Consumer Council that participates in local and state activities to promote awareness and recovery. We participate in a variety of community groups such as Home Town Health Coalitions, Chamber of Commerce, Judicial Court, New Beginnings/Substance Abuse Provider, Options/Women’s Shelter, SAM’s Team, and Child Advocacy Center. We work collaboratively with local hospitals, schools, colleges, jails, courts, and many other community agencies.
  
- b. Delta Counseling will maintain an ongoing public information and education campaign to educate the community about available resources, hours of operations, contact information, and how to access Delta Counseling’s services, including Crisis Services. Our Public Information Director and IT Director oversee all of our public information activities. Information will be provided utilizing a combination of various formats and venues. Flyers, brochures, pamphlets and information sheets are provided in all of our clinics. We regularly set up informational booths at local health fairs and other community events. Information is distributed throughout the community such as in the schools and hospitals. Information is posted



and distributed throughout the community to inform individuals how to access our Crisis Services. Community resource directories are maintained at each of our clinic sights and are available to the public. Written information is available hard copy or online. Information is disseminated through PSA's utilizing local media venues such as radio, tv, and on line newspapers. We provide information to the public via our website. Social media avenues will also be utilized such as Facebook and Twitter.

- c. Delta Counseling has an active Consumer Council that meets on a regular basis. They are guided by by-laws that were established by the consumers. Council activities and projects are initiated, planned and carried out by the consumer members and assistance is provided as needed by our Care Coordination Director. Staff members throughout our agency are often actively involved with Consumer Council meetings and activities. Consumer Councils activities which have included recent projects such as participation in Suicide Awareness Events, making stocking stuffers at Christmas for needy children, designed T-Shirts to promote community awareness for Mental Health Awareness week. Parent training and family events are provided throughout the year which provides opportunities for additional peer support. We are collaborating with our local judges to begin Parenting Classes and Anger Management Classes for court ordered individuals. We plan to offer these classes to the public as well. Delta Counseling plays a major role in responding to community tragedy. We work with community leaders and are involved with Emergency Management activities. We provide support and crisis counseling services in the schools when there are tragedies such as a student's death. We also respond to local industries to provide these services to employees that are being displaced or in situations where there has been a fatal accident. We have protocols in place to quickly mobilize staff resources to respond to these tragedies. Delta Counseling works with local community resource centers and we are collaborating with local community coalitions to establish a Resource Center to provide consumer information, activities and events to foster healthy living. The Resource Center will be maintained by a Resource Director and/or volunteers or peers. Our Emergency Services Director coordinates with our Circuit and District Courts and provides

screenings to defendants that are referred after initial Pre-trial Hearings and to ensure that proper treatment is made available, if needed. These individuals are monitored and reports are provided to the courts in an effort to minimize the number of revolving door cases where individuals receive short term acute care, get lost in the system, deteriorate, and then picked up on new charges.

d. Contract funds will be utilized, when appropriate, for jail diversion services and activities. Our Community-Based services and supports are culturally competent, strength-based, and provided in collaboration with other community partners. The following list includes many of our community based partnerships that are utilized for emergency services, jail diversion, and mental health courts:

- Circuit Court: Judge Teresa French (involuntary commitments & juvenile/DHS court)
- District Courts (jail population): Judge Reid Harrod (Ashley County), Judge Melinda French (Chicot/Desha) and Judge Bruce Anderson (Bradley/Drew).
- Sheriff's Departments/Jails: Ashley (Sheriff Tommy Sturgeon), Bradley (Sheriff Hershel Tillman), Chicot (Sheriff Ronald Nichols), Drew (Sheriff Mark Gober) and Desha (Sheriff Larry Allen).
- Police Departments/Jails: Crossett, Hamburg, Monticello, Eudora, Dermott, Lake Village, McGehee, Dumas and Warren.
- Courthouse County Clerks/filing involuntary commitment paperwork: Ashley, Bradley, Chicot, Desha and Drew counties.
- Attorneys our area: Prosecutors: Frank Spain, David Cason, Nina Pamplin, David Harrod, Steve Morley, Sara Sawyer Hartness and Kari Sawyer. Defense Attorneys: Joe Mazzanti, Whitney Romans and Denise McMillan.
- Probation/Parole Officers: Erik Thomas, Stephanie Harris, Felicia Smith, Terri Rogers, Kelly Cruce.
- Substance use disorder treatment provider: New Beginnings – inpatient and outpatient locations and New Visions for medical detox.
- Physicians: Monticello Medical Clinic (Monticello and Crossett locations), Family Clinic of Ashley County, Ashley Women/Children Services, Baptist Family Health Clinic.

- Hospitals: Ashley County Medical Center/Generations, Bradley County Medical Center/Senior Care, Chicot Memorial Hospital, Drew Memorial Hospital, Delta Memorial Hospital and McGehee Hospital.
- Homeless shelters: Options in Monticello, Salvation Army in Eldorado and Domestic Abuse Shelter in Crossett.
- Residential: Magnolia Manor (Tier 2/3 adults) and Delta Family Center (children).
- Schools/Colleges: All schools in Ashley, Bradley, Chicot, Desha and Drew counties.

### DISTRICT COURT AND JAILED POPULATION

- Informally run like an established Mental Health Court.
- Participants: DCA Emergency Services Coordinator, law enforcement (police dept., sheriff's dept., state troopers), jail staff, probation/parole, district judges and any collateral participants (family, significant others, etc.).

### JAILED POPULATION/SCREENING PROCESS

- Person taken into custody for charges or concerns about their mental health. Also there are situations which involve suicide watch or extreme emotional reactions that are displayed once they are taken into custody as well.
- Emergency Services Coordinator is contacted by law enforcement/jail/probation/parole if the person has previously been screened by this ESC or if there are mental health concerns or the person is an imminent risk of harm to themselves/others.
  - Sometimes the person in custody is too unstable and such an imminent risk of harm to themselves/others that this ESC is pre-ordered by the district judge to screen the individual and place in acute hospitalization. If the person's mental status is within the limits of being able to agree and voluntarily attend acute hospitalization, then this is the route taken.
  - If the individual leaves the jail for acute hospitalization and they haven't seen the district judge for a first appearance, then they are placed on a jail hold. The district judge will complete a

court order stating that the individual is to be transported by local law enforcement to acute hospitalization/rehab and then once this is completed, they are to be transported back to the jail by law enforcement. Once they have returned to the jail, the district judge will see them for their first appearance, set up their plea/court date, set a bond and/or release the person on conditions. The judge really reinforces compliance with any and all recommendations on the ESC's treatment plan for the individual. Also if they are non-compliant and continue to decompensate, the district judge can revoke their bond/conditions and have a warrant for them violating their pre-trial conditions of release. They end up back in jail, face the district judge again and are screened by this ESC. This helps to divert many involuntary commitments or further decompensation.

- Most of the time, the person in custody is seen by the district judge for their first appearance on their charges or is brought in for violating their pre-trial conditions of release which was given prior to their release from jail. Once this is completed, the judge orders the ESC to screen the person in custody prior to their release and link them with any mental health and/or substance use resources available.
- ESC will screen the individual and give recommendations to the court on what treatment is needed (this could be acute hospitalization, outpatient mental health and/or substance use rehab/outpatient services).
- ESC is responsible for tracking every client who is screened through district courts and mental health treatment is recommended. Their compliance is then reported back to the district judge for each upcoming court date which also helps keep the client from decompensating or ending up back in jail again.
- Jail holds and transport orders are supplied by the district judge based on the ESC's recommendations and whether or not they have had a first appearance or not.

- If the person is involuntary for acute hospitalization/mental health services and/or substance use rehabilitation services, the district judge will hold off briefly on setting a bond until the involuntary commitment petition paperwork can be completed by the individual's family, concerned friends, law enforcement, probation/parole officers and/or DCA staff. The local sheriff's department is responsible for transporting the individual to circuit court with Judge Teresa French for involuntary commitment hearings. These are held in all five counties DCA serves in the 10<sup>th</sup> judicial district.

#### INVOLUNTARY COMMITMENT PROCESS

- When the individual needs to be immediately confined as they are very high risk for SI/HI/Psychotic, ESC will locate acute hospitalization as soon as possible (most of the time it's the same day) and the individual is transported immediately to the receiving facility for psychiatric services.
- For the involuntary commitment hearings, the ESC screens the individual at court and gives recommendations to the judge. An acute hospitalization bed, diversion to outpatient mental health with DCA and/or substance use services are coordinated that day straight from court. The sheriff's department from the area the petition was filed is who is responsible for transporting the individual to court and the receiving facility. ESC has to testify, on record, each time as to what supports the recommendations. Also the follow up care after court is stated on the record.
- All court orders, excuse letters from acute hospitals and treatment plans are required to be signed by the circuit judge, public defender and prosecuting attorney present and filed at the county clerk's office.

### TRACKING FOR COMPLIANCE – INVOLUNTARY COMMITMENTS

- ESC is responsible for tracking up to 25-30 DCA clients' compliance consecutively in all five counties who are under involuntary commitment court orders.
- In a spreadsheet, the court order end dates are tracked and reviewed closely up to two weeks before the orders expire.
  - If the client is under a 45-day involuntary commitment court and still need to be closely monitored to ensure stabilization, ESC will file for an extension for additional involuntary commitment petition. Either a court date is set for a hearing or the client is able to sign a waiver of hearing (rights read to them and extension is thoroughly reviewed with them). If the client ends up being in acute hospitalization, the attending psychiatrist/therapist is able to send an excuse letter for the client to this ESC/court asking that they still be able to attend their treatment uninterrupted and describe symptoms. The order is then extended for 180 days (6 months).
  - There have been some cases where the 180-day involuntary commitment court orders have had to be extended an additional time or two. These clients are typically chronically mentally ill, have little to no support and are very impulsive.

### INDIGENT POPULATION/CONTRACTING BED DAYS

- ESC is also responsible for tracking clients who are indigent and who acute hospitalization bed days have been approved by DCA. ESC has built rapport and contracted bed days with St. Vincent's CHI, Rivendell, Baptist Hospital, Bridgeway, Levi Hospital, Riverview and the Arkansas State Hospital.
- All of this information is reported back to the state and the end of every month in detail.

MEDICAL CLEARANCE/LABS REQUIRED BY ACUTE HOSPITALIZATIONS PRIOR TO ACCEPTANCE

- Most acute hospitals require a medical clearance by a local emergency room prior to accepting clients for acute psychiatric hospitalization. This is done to rule out any medical issues that could be underlying and need to be treated prior to the acute hospital accepting and treating for psychological issues.
- See ESC's attached cheat sheet for medical clearance and other requirements for acute hospitalization.

**E.3.H.** Delta Counseling will administer SSBG Title XX Services within Region 4 as set forth in RFQ Section 2.3.2.H.

- a. Delta Counseling will provides services to children, youth, and adults in Region 4 who have met criteria and are deemed eligible by satisfying the Factors of Eligibility for SSBG funding and by completion of the DHS Form 100. All clients meeting the criteria and eligible for SSBG Title XX funding will receive services available to these clients. Delta Counseling will provide these services or purchase services deemed necessary to meet the needs of the client.
- b. Delta Counseling will administer traditional and non-traditional SSBS Title XX Services as described in RFQ Section 2.3.2.H.2. Traditional and non-traditional services and support will be provided to children, youth, and adults, including services identified in section 29, 38, 43, and 56 of the SSBH Manual. These services include:
  - Mental health services such as diagnosis, treatment planning, individual and group therapy, rehabilitative day services as well as transportation to these services.
  - Supportive services for children and families and may include such services as assessment, case management, interventions, peer support, counseling services, and supportive activities.
  - Additional services such as child and youth services, medication maintenance, crisis stabilization and crisis intervention.

- Prevention/intervention services such as mentoring, tutoring, respite, activity fees and recreation to integrate the client into the community or increase social interaction.
- c. Clients identified to need services and eligible to use SSBG funds will fill out and sign the DHS 100 Form, Application for Social Services Block Grant Services, according to the application process requirements. All support staff members are provided with training and utilize the SSBS desk guide to verify and determine eligibility for clients. Services provided under Title XX funding will be in compliance SSBG requirements. SSBG funds will be billed separately to DHS and receipts of purchases will be obtained and provided to DHS as required. SSBG funds will be utilized for eligible services before any other payor source is utilized.

**E.3.I.** Delta Counseling ensure the provision and availability of Expanded Services within Region 4. These following services are available directly or through a sub-contractor:

- Partial Hospitalization – Delta Counseling does not currently provide Partial Hospitalization services. Clients are referred to Bridgeway, Rivendell, Conway Behavioral Health, Valley Behavioral Health System, or Ouachita Behavioral Health.
- Peer Support – Delta Counseling
- Family Support Partner – Delta Counseling
- Supported Employment – Delta Counseling
- Supported Housing – Delta Counseling
- Therapeutic Communities – Delta Counseling does not currently provide Therapeutic Community services. Clients are referred to Birch Tree Communities.



- Acute Crisis Units – Delta Counseling does have a local Acute Crisis Unit. Clients are referred to one of the approved DHS Acute Crisis Units.
- Aftercare Recovery Support – Delta Counseling

Delta Counseling may utilize funds to purchase necessary psychotropic medications for individuals when there is no other payor source. We keep a supply of stock medication which is utilized for clients and for emergency situations.

Delta Counseling provides access to Medication Assisted Treatment in each of the counties in Region 4. Clients may be referred to New Beginnings or New Visions for MAT. Additionally, Delta Counseling is partnering with the CCD to provide Vivitrol injections for those clients being discharged from Community Corrections to our Region. Training is scheduled for our physicians and nurses before the end of March.

#### **E.4 COMMUNITY COLLABORATIONS**

**E.4.A.** DCA has developed strong community partnerships and collaborations throughout our Region.

- a. With the goal of helping persons with serious behavioral illnesses to have access to community support programs such as housing, vocational education and leisure activities, collaboration efforts focus on enhancing functioning and preventing deterioration while providing our community with a full array of behavioral health services. We have relationships with other behavioral health care providers, substance use treatment providers, law enforcement, hospitals, jails, judicial systems, service organizations, advocacy organizations, schools, colleges, group homes, and many other entities to meet the needs of the individuals and families we serve.
- b. We work collaboratively within our communities to focus on outreach, early intervention, and stabilization for those residing in jails, have re-occurring crises, hospitalized, and experiencing a first episode of psychosis.

- c. All clients served are provided with assistance in developing long-term and short-term solutions that include linkage to community resources and supports as needed. This is accomplished through various mechanism such as CASSP, Consumer Council, Regional Coordinating Council, and involvement in multiple community coalitions.
- d. DCA provides a full array of behavioral health services for individuals experiencing serious behavioral illnesses. Medically necessary services are provided according to an individualized client centered treatment plan to help individuals function successfully in the communities where they reside. Networks are established to help provide access to community resources and supports and where those resources are limited or not available, we work to develop those supports (i.e. support programs for housing, vocational training, employment, psychoeducation, and leisure opportunities).
- e. We have strong working relationships with other child and youth serving agencies within our region such as juvenile courts, DCFS, Baptist Home for Children, Presbyterian Home, CASA Women’s Shelter, Child Advocacy Center, and SAM’s Team. Through the provision of screenings, crisis intervention, parenting classes, domestic violence groups, and other community activities and events, we work together to prevent out of home placement and serve children in their home and community. We provide a full array of services to children in DYS custody who are house at the Dermott Detention Facility. Our Regional Coordinating Council is made up of consumers and multiple child serving agencies throughout our Region.

## **E.5 STAFFING REQUIREMENTS**

**E.5.A.** The following describes staffing requirements.

- a. Training that is required for a specific job, licensure, or certification that does not have to be submitted to an outside source, such as licensing boards, for renewal purposes or otherwise, is completed thru various sources. Sources for required training include, in-services, off-site training/courses, and online courses thru the Delta Counseling website at Relias Learning as well as other sites, all of which are provided or arranged by Delta Counseling. Training such as CPR, annual HIPAA, MHPP annual continuing education, training required for to perform

specific duties or provide specific services, and all staff training required for accreditation is tracked and maintained internally by the H.R. Department.

b. Staff utilize a variety of sources provided or arranged by Delta Counseling for on-going staff development, such as in-services, off-site courses, online courses thru the Delta Counseling website with Relias Learning as well as other training websites, etc, As part of our recruitment strategy, Delta Counseling provides internships, participates in applicable job fairs, and posts open positions thru social media and the National Health Service Corps, when applicable.

c. Background checks are performed on all employees upon hire. In addition to audits performed by various outside companies for our financials and services or duties provided by our staff, Delta Counseling performs internal audits, record reviews, and reconciliation in areas of both medical records and accounting at least monthly.

## **E.6 RECORDS AND REPORTING**

**E.6.A.** Delta Counseling's Medical Record Policy and Procedure Manual describes our processes for documenting and maintaining records. These policies include our processes for retention, privacy and security of PHI.

- a. Our EMR vendor is Credible, a web-based system that we utilize for medical records and some administrative information. All client medical records are documented in Credible, along with client insurance information and any relevant collateral information. All services provided are documented in the client's record in Credible. The EMR system is maintained by our IT Director who ensures that all data and PHI is secure and meets all applicable laws and standards for PHI. All staff members are provided with necessary equipment (computer, laptop, phone, scanner, etc.) to perform their job duties. Staff members providing community based services are provided with mobile equipment to ensure timely access to needed information and timely documentation.
- b. Delta Counseling has sufficient resources to ensure timely documentation of all services provided under the Contract's funding sources as specified in DHS approved formats and timeframes.

## **E.7 APPEALS AND GRIEVANCE PROCESS**

**E.7.A.** DCA has an established system in place for handling individual complaints and appeals, and cooperates fully with the processing of any complaint or appeal. It is DCA policy to take seriously all consumer complaints and concerns, to accurately document complaints and to work proactively toward a resolution at the lowest possible organizational level. A consumer has access to a consumer advocate as appropriate during any part of the process. When a consumer presents with a complaint or concern, the Administrative Manager is notified. If resolution is not reached at that level, it is forwarded to the Consumer Advocate for further resolution. If needed, a resolution conference is scheduled within 3-5 working days. Final resolution must occur within 7-10 working days. If there is no satisfactory resolution through the consumer advocacy process, the consumer advocate will refer the complaint to the Executive Management Team. The CEO is responsible for the final resolution of the complaint. This is monitored through our Performance Improvement Process.

## **E.8 QUALITY ASSURANCE**

**E.8.A.** DCA has an established Quality Assurance/Performance Improvement Plan to ensure a collaborative, systematic, and continuous approach of delivering optimum client care and service to the community. Our Quality Assurance/Performance Committee meets quarterly (at a minimum). Quality assurance/performance improvement activities are integrated in minimize duplication of efforts and to allow for cost effective, comprehensive evaluation and follow-up activities. Our Quality Assurance process has system-wide operational linkages. Pertinent information is used to track, report, analyze and comply with applicable processes and activities. Our Quality Assurance monitoring and evaluation of results provide an important source of data about patterns, trends and potential problems and opportunities to improve services. Administration and Staff use this information in their short and long-range planning processes to provide high quality client care, clinical performance, patient services and the safest, least restrictive environment. Our Quality Improvement Program is evaluated annually for its effectiveness to improve the delivery of care and services and to identify community and customer needs.

## **E.9 VENDOR COMPENSATION AND FINANCIAL MANAGEMENT**

**E.9.A.** Delta Counseling Associates will utilize DAABHS funds only for the populations defined in Section 2.3.2 and shall always be the payor of last resort unless an exception is allowed by DAABHS.

a. Delta Counseling Associates will only utilize DAABHS funds for the populations listed in 2.3.2. Populations included are the uninsured and underinsured clients when services are medically necessary.

We will provide services which include the following populations:

- All adults, youth, and children experiencing psychiatric or behavioral crises without a payer source for medically necessary services.
- All persons in the custody of the DCFS who are not a member of the PASSE.
- Individuals who are in need of admission or awaiting admission to ASH, individuals discharged from ASH without insurance or who are not a member of a PASSE, and all community based 911 status clients referred by ASH.
- Individuals with serious psychiatric emergencies and those who are being considered voluntarily or involuntarily for the ASH inpatient program.
- \* Clients referred for a court-ordered assessment for an ACT 327, ACT 328, and/or ACT 310 Forensic Evaluation.
- Individuals who have been deemed unfit to proceed with the criminal justice or legal process, for example, those awaiting a hearing or trial.
- All Non-Medicaid clients who meet criteria for Serious Mental Illness and services are not available through the client's insurance carrier.
- Individuals between the ages of 15 and 34 who are experiencing a First Episode of Psychosis who are without a payor source or have insurance that will not reimburse for First Episode of Psychosis services.
- Agencies, stakeholders and community groups within our region to maintain a behavioral health and community resource directory and provide ongoing support to educate the community.
- Clients who meet the criteria for Social Services Block Grant.
- Clients requiring medically necessary services who are uninsured or underinsured, (services not covered by their insurance carrier).

b. All purchases made with SSBG Title XX funds require a purchase order which is matched to the invoice or receipt. Upon receiving the purchased items, the client or guardian if it's a child is required to sign the invoice or receipt indicating that they have received the purchased items. The purchase order, invoice, and check required for the purchase are filed together for future reference if needed. The purchase is listed on form DHS 145 when reimbursement is requested from DHS. Services that are purchased are documented in our medical records system, listed as an accounts receivable, and recorded on form DHS 145 when billed to SSBG. When payment is received for these services, it is posted to the applicable account receivable account. The required DHS 145 forms are completed to include a summary page and individual services page and sent to DHS by the 15<sup>th</sup> of the following month services are provided.

c. Delta Counseling currently employs LMSW, LCSW, LPE, LAC, LPC, and LMFT staff which allow for billing all sources of third party payors. Delta currently has over 100 payer sources currently set up in our system including Arkansas Works, Medicaid, Medicare, Veteran Administration benefits, and all major insurance carriers. If the insurance is new to Delta, our credentialing team contacts the carrier to get them set up so they may be billed for services. When a client comes to Delta with a payor source, then that source is listed as a primary and all services will be billed to the primary with the exception of those services medically necessary that are not covered by the primary payer, supplementing services pertaining to ASH, per RFQ Section 2.6 B, and care coordination pertaining to ASH per RFQ Section 2.6 B.

d. Delta Counseling Associates will engage the services of a certified public accounting firm to perform an annual audit of our financial records.

e. Delta Counseling Associates currently has offices located in all five counties in region 4 which allows clients in these rural areas to access treatment. The contract funds for infrastructure will allow us to keep these rural offices operating as full-time clinics. Funds from this contract will ensure access to care for our rural clients by paying such expenses as utilities, networking to allow for telemedicine services, staff, recruitment, training to improve the care of our clients, and other necessary expenses. We have also identified a need to expand space for group counseling, peer support groups, aftercare, and recovery support.

activities, resource center, community support programs and a Clubhouse. Infrastructure funding will be utilized to cover costs of rent, utilities, advertisement and staffing, staff development and training. We also have plans to enhance after hour services as needed to meet the needs of our clients and this funding will allow us to staff these after hour clinics. Infrastructure funds will be utilized to establish and/or sustain access to services and improve quality of care.

## **E.10 REGION SPECIFIC SERVICES**

**E.10.A.** Delta Counseling has a strong and varied network of community based partnerships with which we have formal and informal agreements.

a. Partner collaborations include but are not limited to the following:

- Circuit Court: Judge Teresa French (involuntary commitments & juvenile/DHS court)
- District Courts (jail population): Judge Reid Harrod (Ashley County), Judge Melinda French (Chicot/Desha) and Judge Bruce Anderson (Bradley/Drew).
- Sheriff's Departments/Jails: Ashley (Sheriff Tommy Sturgeon), Bradley (Sheriff Hershel Tillman), Chicot (Sheriff Ronald Nichols), Drew (Sheriff Mark Gober) and Desha (Sheriff Larry Allen).
- Police Departments/Jails: Crossett, Hamburg, Monticello, Eudora, Dermott, Lake Village, McGehee, Dumas and Warren.
- Courthouse County Clerks/filing involuntary commitment paperwork: Ashley, Bradley, Chicot, Desha and Drew counties.
- Attorneys our area: Prosecutors: Frank Spain, David Cason, Nina Pamplin, David Harrod, Steve Morley, Sara Sawyer Hartness and Kari Sawyer. Defense Attorneys: Joe Mazzanti, Whitney Romans and Denise McMillan.
- Probation/Parole Officers: Erik Thomas, Stephanie Harris, Felicia Smith, Terri Rogers, Kelly Cruce.
- Substance use disorder treatment provider: New Beginnings – inpatient and outpatient locations and New Visions for medical detox.
- Physicians: Monticello Medical Clinic (Monticello and Crossett locations), Family Clinic of Ashley County, Ashley Women/Children Services, Baptist Family Health Clinic.

- Hospitals: Ashley County Medical Center/Generations, Bradley County Medical Center/Senior Care, Chicot Memorial Hospital, Drew Memorial Hospital, Delta Memorial Hospital and McGehee Hospital.
- Homeless shelters: Options in Monticello, Salvation Army in Eldorado and Domestic Abuse Shelter in Crossett.
- Residential: Magnolia Manor (Tier 2/3 adults) and Delta Family Center (children).
- Schools/Colleges: All schools in Ashley, Bradley, Chicot, Desha and Drew counties.

Members of our Regional Coordinating Council include DCFS County Supervisors, DHS County Operation Supervisors, ADC, County Health Units, UAMS Kid's First, 10<sup>th</sup> Judicial District Court, DCFS Area Managers, The Call, Faith-based organizations, local churches, Baptist Home for Children, local school districts U of A Division of Agriculture, CASA Women's Shelter, and multiple consumers.

Delta Counseling participates in local coalitions, clubs, and civic organizations and we are actively involved in community events. We provide, sponsor and participate in multiple community outreach activities and events throughout the year such a Bullying Prevention in the schools, requests for speaking about mental health issues and awareness at local venues, consumer council activities, child abuse prevention month activities, Mental Health Awareness Month activities, collaborating with the local health units with suicide training, providing training at local detention facilities, Go Red Event and Heart Awareness activities, community health fairs and job fairs, home health coalition activities, food pantry drives, tragedy/disaster response and relief efforts (i.e. hurricane, tornado, shooting, etc.), presentations for Probation and Parole officers. Our Emergency Services Coordinator participates in Crisis Intervention Training (CIT) for law enforcement.

b. Delta Counseling has multiple networks in place that we utilize to meet the unique challenges in our Region. By opening a Resource Center and Clubhouse, we hope to reduce the stigma of mental illness through outreach and education. Many of our residents live in rural areas where access to community resources and services is limited. There is no public transportation system available. Delta helps to provide assistance with transportation. We collaborate



with many agencies and organizations to help meet the needs of consumers, many who live in poverty and others who have specialized needs. We have worked with community entities to help develop resources where there are gaps in services. We hired an Emergency Services Coordinator to help address ongoing challenges related to crisis needs and the jail population. Local law enforcement offices in each county have limited manpower resources when transportation is court ordered. All of our local ambulance services will no longer transport psychiatric patients, even if they have a pay source and are not a management problem. The closest acute care hospital is 50-60 miles away, although we do have two Geriatric Units in our area where it is extremely hard to find beds. More and more clients are present with behavioral health and substance abuse issues. Delta Counseling recently received licensing to provide outpatient substance abuse services. We feel we are uniquely qualified to provide the services and perform the requirements set forth in this RFQ based on our 48 years of experience working with consumers throughout Region 4. We have strong networks in place throughout our counties that will be utilized to meet the needs of our residents. We also have the resources and infrastructure in place to meet the requirements for this contract. Delta Counseling is financially sound and has the staff resources and financial resources to perform the duties of this RFQ.

MOA's, Hospital Contracts, and Letters of Support follow:

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on 2/2/19 by and between Birch Tree Communities, Inc., 1781 Old Hot Springs Highway, Benton, Arkansas, 72018, and Delta Counseling and Associates, Inc, 790 Roberts Drive, Manticello, Arkansas, 71657. The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** The term of this Agreement shall be one year unless terminated sooner in accordance with the terms of the Agreement (the "Term").

**GOALS AND OBJECTIVES.** Delta Counseling and Associates, Inc, is enlisting the help of Birch Tree Communities, Inc, to provide "Therapeutic Community" services for Adult clients with a Serious Mental Illness as defined by the Arkansas Department of Behavioral Health in the state contract with Community Mental Health Centers. The parties of this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

### OBLIGATIONS OF THE PARTIES.

Birch Tree Communities, Inc., shall perform the following obligations:

The process for evaluation will be established between each CMHC and TC provider, specifying the medium of exchange, the form of notification of unsuitability, and individuals to be notified. The response time to notification of unsuitability by a provider shall be no later than forty-eight hours. If the response time is longer then the provider may begin billing at 1.5 times the billing rate after the forty-eight hour period.

Delta Counseling and Associates, Inc, shall perform the following obligations:

#### Pre-Tiering Requirements

Prior to the acceptance of a member by a licensed Therapeutic Communities provider ("provider" or "TC Provider") the member must be appropriately tiered as either Level 1 or Level 2 ("TC 1" and "TC 2") as defined in the Arkansas Department of Human Services Therapeutic Communities Certification Manual or the equivalent of a TC 1 or TC 2 member as outlined by any of the Arkansas Provider-Led Shared Savings Entities ("PASSEs").

If a referred member has not been tiered, then providers have the option to deny admission into a TC 1 or TC 2 program until the member has been tiered. Alternatively, the referring Community Mental Health Center ("CMHC") may offer to reimburse the TC provider for the days not tiered until the date of tier at the rate determined by the DHS or PASSE billing manuals for the appropriate level of care. This agreement shall be in writing. The TC provider has the right to deny this request.

#### Evaluation Term

A provider is granted an evaluation term of thirty days in which the provider may determine whether a member is an appropriate fit for the Therapeutic Communities ("TC") program. A provider also has the right to deny acceptance of a member, tiered or non-tiered, without a thirty-day evaluation. If a member has been accepted by a TC program and deemed unsuitable then the referring CMHC must

**MEMORANDUM OF AGREEMENT SUMMARIZATION.**

Furthermore, the parties to this Agreement have mutually acknowledged and agreed to the following:

- The parties to this Agreement shall work together in a cooperative and coordinated effort, and in such in manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership.
- It is not the intent of this Agreement to restrict the parties to this agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- The parties to this Agreement shall mutually contribute and take part in any and all phases of the planning and development of this partnership, to the fullest extent possible.
- It is the intent or purpose of this Agreement to create any rights, benefits and/or trust responsibilities by or between the parties.
- The Agreement shall in no way hold or obligate either party to supply or transfer funds to maintain and/or sustain the partnership
- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the partnership, it shall then be controlled in accordance with Arkansas governing laws, regulations and/or procedures.
- In the event that contributed funds should become necessary, any such endeavor shall be outlined in a separate and mutually agreed upon written agreement by the parties or representatives of the parties in accordance with current governing laws and regulations, and in no way does this Agreement provide such right or authority.
- The Parties to this Agreement have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.
- Upon the signing of this Agreement by both parties, this Agreement shall be in full force and effect.

**AUTHORIZATION AND EXECUTION.**

The signing of this Memorandum of Agreement does not constitutes a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This agreement shall be signed by Birch Tree Communities, Inc., and Delta Counseling and Associates, Inc, and shall be effective as of the date first written above.

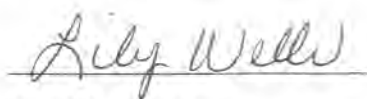


First Party Signature

Birch Tree Communities, Inc.

2/21/19

Date



Second Party Signature

Delta Counseling and Associates, Inc.

2/21/19

Date

## INDIGENT CARE SERVICE AGREEMENT

This Indigent Care Service Agreement (the "Agreement"), is made and entered into this 1 day of August, 2007 (the "Effective Date"), by and between Delta Counseling Associates Inc., hereinafter referred to as "Center" and Baptist Health, an Arkansas nonprofit corporation, d/b/a Baptist Health Medical Center - Little Rock, hereinafter referred to as "Baptist."

WHEREAS, Center is a community mental health center responsible for the placement and care of mental health patients into the appropriate level of medical care;

WHEREAS, Baptist provides inpatient mental health services to patients through its licensed and qualified staff;

WHEREAS, Center desires to engage Baptist to provide inpatient services to its patients; and

WHEREAS, Baptist desires to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between the Parties as follows:

1. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue for a period of **one year** (the "Initial Term"), unless earlier terminated as provided below in Paragraph 2, this Agreement shall automatically renew for an additional term of one (1) year, unless one of the Parties notifies the other in writing of its intent not to renew at least thirty (30) days prior to the end of the term.
2. **Termination:** Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party.
3. **Services:** Baptist shall provide inpatient psychiatric, detoxification, or dual diagnosis treatment to mutually agreed upon patients from Center catchment area consistent with the community's prevailing psychiatric practice as space is available, on a first come first serve basis.
4. **Medically Stable:** All patients referred by Center must be considered medically stable before they are accepted for treatment by Baptist. The Parties acknowledge that Baptist psychiatric treatment inpatient facilities provide psychiatric services only and do not treat non-psychiatric disorders. Therefore, Baptist will accept only patients with minor medical problems (or no medical problems) for treatment.
5. **Medical Records:** Appropriate patient records will be readily transferable between the parties when a patient is referred or admitted to the other party. The referring party previously responsible for the care of the patient will also be readily available to provide consultation and other assistance to the staff of the receiving party, and vice versa.
6. **HIPAA:** All reports, records and supporting documents or information containing Protected Health Information, as that term is defined in the Privacy Standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), shall be considered confidential and all federal, state, and local laws, rules, and regulations shall be upheld by the Parties and anyone employed, retained, or otherwise associated with the Parties.
7. **Licensing:** Baptist will maintain an unrestricted license issued by the Arkansas Department of Health, Division of Health Facilities Services to provide inpatient psychiatric services. Baptist shall comply with all rules and regulations of the Department of Health regarding psychiatric services and will also maintain Joint Commission Behavioral Health Care accreditation.

8. **Indigent Contract Services:** Baptist shall provide inpatient psychiatric treatment for indigent patients referred by the Center. Indigent patients are those patients designated by the Division of Mental Health Services for the uninsured that are below two hundred percent (200%) of the designated poverty level. The Parties acknowledge that indigent patients needing extensive inpatient treatment beyond acute stabilization will/may not be appropriate for referral to Baptist under an indigent per diem rate. Such patients will either be directed to a long-term psychiatric care facility, or will be transferred from Baptist to another appropriate facility when/as appropriate.
9. **Indigent Per Diem Rate.** The Center shall pay Baptist an all-inclusive indigent per diem rate of four hundred fifty dollars (\$450.00) per day for as long as an indigent patient remains at Baptist and such treatment is considered medically necessary as determined by the Center's designee. The Center agrees to remit payment for each "indigent" patient stay within thirty (30) days of the date of invoice by Baptist with a late payment of twenty-five dollars (\$25.00) per day to be assessed for payments beyond 60 days of invoice.
10. **Payment for Services:** Baptist shall be responsible for obtaining payment from the referred patients and appropriate third party payors for services rendered under this Agreement when such reimbursement is available.
11. **Utilization Review:** Baptist shall cooperate with the Center's management of indigent patient days. The Center shall provide authorization for indigent patient services and Baptist shall abide by the Center's utilization review protocol. In the event that the Center denies treatment, Baptist may request reconsideration of the denial by contacting the Center's designee for purpose of reconsidering continued treatment for the patient. The Parties acknowledge that initial admissions will be approved for a maximum of three (3) days. The Center's designee shall set a date for reviewing the indigent patient's case prior to admission; however, Baptist is responsible for contacting the Center's designee for case review. Notwithstanding the foregoing, if indigent patient days exceed authorized days due to delays caused by, or required by the Center, the Center shall pay the indigent per diem rate until placement is made. The Parties' objective shall be to minimize the necessary length of stay; authorization may be applied as indicated, including twenty-three (23) hour observation for necessary further assessment and consequent treatment planning as indicated prior to authorizing a full treatment stay.
12. **Relationship of Parties:** The relationship of Baptist to Center shall be that of an independent contractor.
13. **Program Rules:** The Center staff and its attending physicians agree to abide by the policies and procedures of Baptist regarding treatment at Baptist.
14. **Modifications:** Any modification or changes to this agreement must be made in writing and approved by the parties. Notwithstanding, Baptist may change the indigent per diem rates in Paragraph 9 with thirty (30) days prior written notice to the Center.
15. **Additional Services:** Any additional services integrated with or in cooperation with the Center for patients treated at Baptist may be considered on a fee for service basis, (only with the expressed approval of Center). This includes developments with physician or Baptist designee for the purposes of improved continuity, integration, utilization, and efficiency of services provided through Baptist.
16. **Continuity of Care:** Baptist agrees to work in cooperation with the Center to establish formal protocols to assure continuity of care in patient care related to this agreement.

17. **Other Regulations:** The Parties agree to abide by all relevant and applicable state and federal laws and regulations regarding the treatment and communications related to mutual clients/patients.
18. **Notices.** Any notices contemplated under this Agreement shall be deemed effectively given when personally delivered or when received through certified mail posted to the address listed below, unless other addresses have been designated by written notice in the manner prescribed by this Paragraph 17.

To Baptist:

Baptist Health Medical Center- Little Rock  
Michael K. Perkins  
Vice President Patient Services  
9601 Interstate 630, Exit 7  
Little Rock, AR 72205-7299

To Center:

Delta Counseling Associates Inc.  
Mike Walsh

19. **Governing Law.** This Agreement shall be enforced in accordance with the laws of the State of Arkansas without regard to its conflict of laws rules.
20. **Waiver.** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future, nor shall any waiver of any specific breach of this Agreement be construed or deemed to be a waiver of any other or additional breach, similar or dissimilar.
21. **Severability.** In the event that any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect.
22. **Headings.** The paragraph and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the making or interpretation of this Agreement.
23. **Third Party Beneficiaries.** There are no third parties intended to be beneficiaries of any obligation or right assumed by Baptist or the Center under this Agreement.
24. **Assignment.** The rights and obligations of this Agreement may not be assigned by either party without the prior written consent of the other party. Any attempted assignment or the assignment by the Parties shall not release the assigning party from any liability to the other party or a third party that arises from the assignee's performance hereunder.
25. **Entire Agreement.** This Agreement shall supersede any previous contracts between the Parties and constitutes the entire agreement between the Parties. Both Parties acknowledge that any statements or documents not specifically referenced and made a part of this Agreement shall not have any effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first written above.

**BAPTIST HEALTH MEDICAL CENTER- LITTLE ROCK**

**DELTA COUNSELING ASSOCIATES INC.**

By: \_\_\_\_\_  
Michael K. Perkins  
Vice President Patient Services

By: Michael R Walsh CEO  
Print Name: DELTA Counseling Associates  
Title: CEO MICHAEL R WALSH

Dated: \_\_\_\_\_

Dated: 7/26

Signature: \_\_\_\_\_

Signature: [Handwritten Signature]

ORIGINAL

***SERVICE CONTRACT***

This contractual agreement is made and entered into this 1<sup>st</sup> day of May, 2012, by and between Delta Counseling Associates (hereafter referred to as "Center"), and UHS of Benton dba Rivendell Behavioral Health Services of Arkansas (hereinafter referred to as "Hospital").

WHEREAS, the Center is a non-profit community mental health center and is desirous of contracting with the Hospital to provide acute care psychiatric inpatient services to adult residents of its catchments area who are in need of acute care treatment for mental illness, and

WHEREAS, the hospital has inpatient facilities and staff, which can provide such services in a safe, locked, acute psychiatric unit to referred patients, and has agreed to accept appropriate referrals for inpatient care.

NOW, THEREFORE, it is hereby mutually agreed by and between the parties of this Service Contract as follows:

1. **TERM:** The initial term of this Service Contract shall be for the period of May 1, 2012, to April 30, 2013, and may be automatically renewed each year unless indicated otherwise in writing at any time by either party, with a 30 day notice.
2. **SERVICES:** The Hospital agrees to provide all-inclusive services, including inpatient, psychiatry, laboratory, and pharmacy, to mutually agreed upon patients that are initially referred by the Center, in a manner that is consistent with the community's prevailing psychiatric practice, as space is available on a first come, first served basis.
3. **MEDICALLY STABLE:** All patients referred by the Center must be considered medically stable before they are accepted for treatment by the Hospital. While all patients routinely receive a physical and psychiatric evaluation upon admission to the Hospital, it is understood that this Service Contract pertains to the provision of mental health services only, and that the Hospital will accept only patients with no acute major medical problems for treatment under this Service Contract.
4. **CONTINUITY OF CARE:** The hospital and Center agree to expend all necessary efforts to promote continuity of services. The Center will have a designated staff person who will have regular telephonic contact and/or meetings with designated Hospital staff in order to evaluate the status of referred patients and to facilitate discharge planning. The Hospital agrees to initiate all discharge planning activities for Center referred patients with Center personnel.
5. **MEDICAL RECORDS:** Appropriate patient records will be readily transferable (subject to state and federal statutes) between parties at no charge when a patient is referred and admitted to the other party. The referring party previously responsible for the care of the patient will also be readily available to provide consultation and other assistance to the staff of the receiving party, and vice versa.
6. **LICENSING:** The Hospital's program services shall be licensed by the Arkansas Department of Health, Division of Facility Services, which shall meet their regulations for program structure and facility design. The Hospital will also continue JCAHO accreditation.
7. **INDIGENT CONTRACT SERVICES:** The Hospital agrees to provide inpatient psychiatric treatment for indigent patients referred by the Center at an all-inclusive rate of \$475 per day. The Center agrees to pay this per diem rate of \$475 per day for as long as



the patient remains in the hospital, and such treatment is clinically necessary as determined by a Center designee through a routine Utilization Review process.

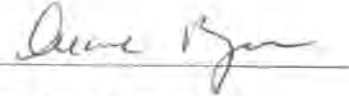
8. UTILIZATION REVIEW: The Hospital shall cooperate with the Center's management of its inpatient days. The Center shall apply its utilization review protocol and provide authorizations in accord with this protocol and the Hospital agrees to abide by that protocol. In the event that the Center designee denies treatment and the Hospital wishes to request reconsideration of the denial, then the Hospital's representative shall contact the Center's Director of Outpatient/Emergency Services for the purpose of reconsidering payment for treatment for the patient. In considering such requests for consideration, the Center shall apply the utilization review protocol. The Hospital and Center agree that admissions from the Center will generally be approved for a maximum of three (3) days except for 23 hour stays for the purpose of differentially diagnosing between mental illness and substance abuse as the primary diagnosis (any such stay for 23 hours or less shall be subject to the entire per diem rate). The Center designee prior to admission shall set a review date. It is the Hospital designee's responsibility to attempt to contact by telephoning the Center designee for case review purposes. Notwithstanding, if indigent patient days are incurred beyond authorized days because of delays caused by or required by the Center, the Center will continue to pay at the per diem rate until the authorization matter is resolved. The mutual objective will be for the minimum necessary length of stay.
9. PAYMENT FOR SERVICES: The Hospital agrees to be responsible for obtaining payment from the referred patient and all appropriate third party payers for services rendered under this agreement. The Center agrees to remit payment for each authorized indigent patient stay within thirty (30) days following invoice by the Hospital pursuant to paragraph seven (7) of this agreement.
10. NON-SOLICITATION/HIRING: The Hospital agrees not to hire any Center staff during the term of this contract, and for three (3) months after this contract is terminated for cause or without cause.
11. TRANSPORTATION: The Hospital agrees to facilitate transportation to the Arkansas state Hospital as well as to and from civil commitment court in the appropriate county of jurisdiction for civil commitment hearings.
12. INVOLUNTARY/COMMITMENTS: The Hospital agrees to provide follow up as the law permits/directs for involuntary committed patients, and will arrange for such (as courts direct or permit) in accordance with Arkansas acts: 861 (sections 5, 9 and 10) 10 and 911.
13. RELATIONSHIP OF PARTIES: The relationship of the Hospital to the Center shall be that of any independent contractor.
14. INDEMNIFICATION: Each party indemnifies and holds each other harmless from and against any and all liability, loss, damage, claim of cause of action and expenses connected therewith (including reasonable attorney's fees) caused or asserted to have been caused, directly or indirectly, by the negligent or willful acts or omissions of the indemnifying party in the performance of this agreement.
15. PROGRAM RULES: Center staff agrees to abide by the Hospital policies and procedures regarding treatment at the hospital.
16. MEDICATION ACCESS PLANNING: The Hospital will provide assistance and planning for post-discharge medication access whenever possible via MD/pharmaceutical company programs in cooperation with the Center as indicated.


17. MODIFICATIONS: Any modification or changes to this agreement must be made in writing and provide by both parties. Notwithstanding, the Hospital may change the indigent contract per diem rate in paragraph seven (7) with forty (40) day written notice to the center.
18. TERMINATION: Either party may terminate this agreement with thirty (30) days written notice to the other party with or without cause.

IT WITNESS WHEREOF, this Service Contract has been executed as of the date and year first written above.

UHS of Benton dba Rivendell Behavioral  
Health Services of Arkansas  
100 Rivendell Drive  
Benton AR 72019

Delta Counseling Associates  
790 Roberts Drive  
Monticello AR 71655

Signature:   
Printed Name: Duane Runyan  
Title: CEO/Managing Director

Signature:   
Printed Name: Patrick W. Haynie  
Title: CEO

## PSYCHIATRIC HOSPITAL PARTICIPATION AGREEMENT

This Psychiatric Hospital Participation Agreement ("Agreement") by and between Riverview Behavioral Health, LLC ("Psychiatric Hospital") and Delta Counseling Associates ("Referring Entity") is entered into and effective as of September 28, 2016 (the "Commencement Date"). Referring Entity and Psychiatric Hospital are each a "Party" and collectively are the "Parties."

**WHEREAS**, Psychiatric Hospital is licensed as a psychiatric hospital in Arkansas ("Licensure State");

**WHEREAS**, Referring Entity wishes for Psychiatric Hospital to provide inpatient mental health to certain child, adolescent, and adult non-funded patients that originate with Referring Entity (the "Patients");

**WHEREAS**, Psychiatric Hospital wishes to provide the services set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and conditions set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Referring Entity and Psychiatric Hospital, intending to be legally bound, agree as follows:

### I. SERVICES AND COMPENSATION

1.1. **Professional Services.** Psychiatric Hospital will provide the services ("Services") to the Patients described in Schedule 1.1 to this Agreement.

1.2. **Compensation.** Referring Entity will pay Psychiatric Hospital the compensation described in Schedule 1.2 to this Agreement.

1.3. **Claim Submission.** Psychiatric Hospital agrees to submit claims to Referring Entity on a UB92 form.

1.4. **Prompt Pay.** Unless Referring Entity, Referring Entity or Psychiatric Hospital requires additional information with regard to a claim, Referring Entity shall approve or deny a "Clean Claim" within thirty (30) days after receipt of the claim. Clean Claim shall mean a claim without *deficiencies* in documentation, or other particular circumstances requiring special treatment that impedes prompt payment. If Referring Entity requires additional information to determine whether or approve or deny a claim, Referring Entity shall notify Psychiatric Hospital within twenty (20) days after receipt of the claim; and, after receiving the required information, Referring Entity shall approve or deny the claim within thirty (30) days. Referring Entity shall pay 1.5% monthly interest on an approved Clean Claim not paid within thirty (30) days after approval. Interest shall be calculated from thirty (30) days after approval of the Clean Claim until the Clean Claim is paid. Upon Psychiatric Hospital's request, Referring Entity shall provide the schedule of

## PSYCHIATRIC HOSPITAL PARTICIPATION AGREEMENT

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payments applicable to Psychiatric Hospital within seven (7) calendar days after receipt of Psychiatric Hospital's request.

1.5. **No Inducement to Improperly Refer.** The Parties acknowledge that state and federal laws regulate compensation arrangements between healthcare providers. Nothing in this Agreement should be construed by the Parties to (i) provide payments in return for restricting, limiting, or otherwise reducing the provision of medically necessary services to patients, (ii) act as an inducement or incentive to induce or reward referrals or admissions of patients for services or to generate business of any kind whatsoever, (iii) act as an inducement or incentive to make a false determination. The Parties agree that the sole intent of this Agreement is to engage in a fair market value and commercially reasonable arrangement to provide medically necessary services to Patients.

1.6. **Independent Contractor Relationship.** The Parties are independent contractors, and do not have authority for the other Party to enter contracts or leases, borrow or lend money, or otherwise bind the other Party.

## II. TERM AND TERMINATION

2.1. **Term.** The initial term of this Agreement is twelve (12) months beginning on the Commencement Date. At the end of the initial term, this Agreement will automatically renew for successive terms of twelve (12) months each. The term will end when terminated according to this Agreement.

2.2. **Termination.** This Agreement may be terminated:

(a) at any time for any reason or for no reason at all by either Party upon thirty (30) days' prior written notice;

(b) by either Party immediately upon notice to the other Party, for the other Party's:

i. exclusion from participation in Medicare, Medicaid, or any other federally funded healthcare or procurement program;

ii. loss or restriction of its license to perform its obligations under this Agreement;

iii. commission or conviction (including by a plea of guilty or nolo contendere) of a felony or a crime of moral turpitude;

(c) by either Party upon written notice to other Party if Referring Entity breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after its receipt of notice from Psychiatric Hospital specifying the nature of such breach.

### III. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. Psychiatric Hospital represents and warrants that Psychiatric Hospital is licensed to provide the Services hereunder in the Licensure State; and

3.2. The Parties represent and warrant that they are: authorized to enter into this Agreement and to perform their duties and responsibilities hereunder; and not subject to any contract or agreement which prohibits or restricts them Psychiatric Hospital from entering into this Agreement or performing their obligations under this Agreement.

### IV. ADDITIONAL AGREEMENTS

4.1. **Medical Records, Lists, and Histories.** Upon reasonable request, Referring Entity shall have access to all business and patient case records, patient case histories, patient lists, x-ray films, and other files and related materials concerning the Patients consulted, interviewed, or treated and cared for by the Psychiatric Hospital under the terms of this. Psychiatric Hospital agrees to provide Referring Entity with such permission to obtain a copy of a Patient's file, at Referring Entity's reasonable expense, for treatment, payment, or healthcare operations of Referring Entity.

4.2. **Government Access to Records.** Until the expiration of four (4) years after the termination of this Agreement, the Parties will make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by Psychiatric Hospital under this Agreement. In the event that Psychiatric Hospital carries out any of its duties under this Agreement through an approved subcontract with a related organization with a value or cost of \$10,000 or more over a twelve-month period, such subcontract will contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

4.3. **Professional Liability Insurance.** During the term of this Agreement, Psychiatric Hospital will obtain and maintain professional liability insurance with limits of the greater of (i) at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, or (ii) such higher amount or amounts, if any, required by the laws of the Licensure State, as revised from time to time.

4.4. **Policy, Compliance Program, and Code of Conduct.** The Parties agree to their policies about healthcare quality and compliance, drug and alcohol free workplace, patient privacy and security of protected health information, and non-discrimination in the workplace.

4.5. **Compliance with Laws.** The Parties agree to comply with all applicable state and federal laws and regulations, and not to discriminate based upon sex, race, age, color, religion, disability, veteran status, national origin, and any other impermissible criteria according to applicable law in providing treatment to Patients.

4.6. **HIPAA Business Associate Relationship.** Because the Services involve the use or disclosure of individually identifiable health information relating to the Patients, Psychiatric Hospital and Referring Entity are deemed to be a business associates under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal privacy regulations set forth at 45 CFR Part 160 and Part 164. The Parties agree to the terms of the Business Associate Addendum, attached hereto as Schedule 4.6.

## V. GENERAL PROVISIONS

5.1. **Notices.** Any and all notices, designations, consents, offers, acceptances, or other communications provided for herein will be given in writing to Psychiatric Hospital and Referring Entity at the addresses below at the signature lines, with a copy to

Acadia Management Company, Inc.  
6100 Tower Circle, Suite 1000  
Franklin, TN 37067  
Attn: General Counsel

Notices may be hand delivered or sent by overnight courier or certified or registered mail, return receipt requested.

5.2. **Amendment.** This Agreement may be amended only in writing signed by the Parties.

5.3. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement.

5.4. **Assignment.** The Parties may assign this Agreement and its attendant rights and responsibilities upon consent of the other Party.

5.5. **Choice of Law.** This Agreement will be construed pursuant to the laws of the Licensure State.

5.6. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties hereto, and no deviation from the Agreement or failure to enforce rights or obligations hereunder will be construed as a waiver of the rights and obligations of the parties hereto, whether any such deviation or waiver is continuing or otherwise.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on this 28th day of September, 2016 to be effective on the Commencement Date.

Psychiatric Hospital:

\_\_\_\_\_  
Riverview Behavioral Health, LLC

\_\_\_\_\_  
Attn: Angie Crawford

\_\_\_\_\_  
Date

Referring Entity:

By: Aily Wells  
Delta Counseling Associates

\_\_\_\_\_  
Attn:

10-1-16  
\_\_\_\_\_  
Date



**Schedule 1.1  
Services**

|   |  |
|---|--|
| <p><b>Inpatient,<br/>Acute Care<br/>Psychiatric<br/>Hospitalization</b></p> | <p>Referring Entity shall have the ability to refer Patients to Psychiatric Hospital for inpatient evaluation, hospitalization, and care. Patients determined to be appropriate for admission by Referring Entity and Psychiatric Hospital will be transferred, if appropriate, and will be provided with authorization of payment. In cases of walk-in patients, Psychiatric Hospital may All admissions will be screened by Psychiatric Hospital to determine whether admission of the Patient is medically necessary and appropriate and meets admission criteria. Patient transfer is subject to the availability of services, beds and other resources.</p> <p>When suitable accommodations are available, Psychiatric Hospital agrees to provide necessary services consistent with its mission and objectives. In the event of a question as to the ability of Psychiatric Hospital to accept the patient, the administrator on call will render a final decision, in accordance with federal and state law.</p> <p>At the time of transfer, Referring Entity will provide an abstract of the appropriate medical, social, financial and other information necessary to continue the patient's treatment, without interruption, including, but not limited to, the following: (i) test and/or laboratory results, (ii) medication given, (iii) pertinent social/environmental information, (iv) dietary instructions, and photocopies of appropriate physician and nursing notes.</p> <p>During admission, the Psychiatric Hospital shall provide, or arrange to provide, the appropriate psychiatric services, nursing services, laboratory services and medication needed for the treatment of patients. Psychiatric Hospital shall assure that all services are of high quality and are accessible. Services shall be provided by licensed and qualified professionals, documented in an individual clinical record, monitored by established committees or documented supervision, and evaluated as to outcome and consumer satisfaction.</p> <p>Referring Entity shall pay Psychiatric Hospital as outlined in Schedule 1.2. This rate is intended and shall include the appropriate psychiatric services, nursing services, laboratory services and medication needed for the treatment use of beds, physician fees and all ancillary services.</p> <p>Psychiatric Hospital shall provide immediate notification to Referring Entity of any admission of Patients, as well as information concerning each referred patient's Insurance.</p> |
|---|--|

**Schedule 1.2  
Compensation**

For the Inpatient, Acute Care Psychiatric Hospitalization Services described in Schedule 1.1, Referring Entity will pay Psychiatric Hospital as follows:

|   |  |
|---|--|
| Child,<br>Adolescent,<br>Or Adult<br>Psychiatric<br>Inpatient | \$485.00 per diem, which includes medical history and physical examination, room and board, routine lab, x-ray and pharmacy charges. The per diem rate does not include physician professional fees for psychiatrists, anesthesiologists, and other specialists. |
|---|--|

## Schedule 4.6

### BUSINESS ASSOCIATE ADDENDUM

Referring Entity and Psychiatric Hospital (the "Business Associate") have entered the Agreement. Pursuant to the Agreement, the Referring Entity may disclose Protected Health Information in electronic and paper form (collectively "PHI"), as defined at 45 C.F.R. §160.103, to the Business Associate. To protect the privacy and security of that PHI, and to comply with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), the federal confidentiality of alcohol and drug abuse patient records law, as contained in 42 U.S.C. §290dd-2, and their implementing regulations, the Referring Entity and Business Associate enter this Business Associate Addendum ("BAA"), making it part of the Agreement.

1. **Uses and Disclosures.** Business Associate agrees to:
  - use and disclose only the minimum PHI necessary to perform its obligations under the Agreement;
  - use and disclose only the minimum PHI necessary for its proper management and administration;
  - not use or disclose PHI other than as required or permitted by law or this BAA;
  - use appropriate administrative, physical and technical safeguards to prevent use or disclosure of PHI other than as provided by law or this BAA;
  - report to Referring Entity uses or disclosures of PHI that are illegal or inconsistent with this BAA;
  - within 5 business days of receipt, refer to Referring Entity for disposition written requests from individuals for access to their PHI ("Patient(s)");
  - give Referring Entity access to the records in Business Associate's possession or control containing the PHI so that Referring Entity can give Patients their PHI as requested;
  - ensure that its employees, agents, and subcontractors to whom it provides PHI agree to be bound by same restrictions in this BAA; keep a record of its disclosures of PHI (except for disclosures made for treatment, payment, healthcare operations, or otherwise excepted by law from the disclosure tracking requirements) necessary for Referring Entity to respond to a request by a Patient for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
  - provide PHI to Referring Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. Part 164; within 5 business days of receipt, refer to Referring Entity for disposition written requests from Patients for an accounting of disclosures of their PHI;
  - not sell the PHI;
  - follow 42 C.F.R. Part 2 with respect to any PHI received related to Referring Entity's alcohol and drug abuse programs, and, if necessary, to resist in judicial proceedings any efforts to obtain access to such PHI, except as permitted by 42 C.F.R. Part 2.;
  - make its books and records of uses and disclosures of PHI available to the Secretary

- of the Department of Health and Human Services and Referring Entity, for determining Business Associate's compliance with the law and this BAA; and
- upon reasonable notice, give Referring Entity access to its premises during normal business hours, for a review and demonstration of its internal practices and procedures for safeguarding PHI.

**2. Breach Notification.** Business Associate shall, following the discovery of a breach of unsecured PHI, notify Referring Entity within 5 business days of such breach. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. If Business Associate does not possess the identity of all such individuals within 5 business days, Business Associate shall notify Referring Entity with such information as is available by that deadline and supplement immediately as additional information becomes available. Following notification by Business Associate to Referring Entity, Referring Entity shall determine, in its sole discretion, whether Business Associate or Referring Entity shall provide notification to such individuals within the required 60 day deadline.

**3. Termination of Contract.** This BAA shall terminate when the Agreement terminates. In addition, Referring Entity may terminate the Agreement and this BAA if Referring Entity determines Business Associate has violated this BAA. Upon termination, Business Associate will return or destroy all PHI. Business Associate will retain no copies of the PHI. If returning or destroying PHI is not feasible, Business Associate will continue to safeguard such information and limit further uses and disclosures as provided in this BAA.

## SERVICE AND AFFILIATION AGREEMENT

This contractual agreement is made and entered into this 3rd day of June, 2008, by and between *Delta Counseling Associates, Inc.*, (hereinafter referred to as "Contractor" and ST. VINCENT INFIRMARY MEDICAL CENTER (SVI) (hereinafter referred to as "Provider").

WHEREAS, *Delta Counseling Associates, Inc.* is a community mental health center responsible for the placement and care of mental health patients into the appropriate level of medical care and is desirous of contracting with Provider to provide inpatient services to its patients;

WHEREAS, Provider has inpatient facilities and staff which can provide such services to referred patients, and has agreed to accept appropriate referrals for inpatient care.

NOW, THEREFORE, it is hereby mutually agreed by and between the parties of this Service and Affiliation Agreement as follows:

1. **Term:** The initial term of this Service and Affiliation Agreement shall be for the period of one year, and may be automatically renewed each year unless indicated otherwise in writing at any time by either party, with a 30 day notice.
2. **Services:** Provider agrees to provide inpatient psychiatric or dual diagnosis treatment to mutually agreed upon patients from Contractor's catchment area in a manner that is consistent with the community's prevailing psychiatric practice as space is available on a first come, first serve basis.
3. **Medically Stable:** All patients referred by Contractor must be considered medically stable before they are accepted for treatment by Provider. All patients routinely receive a physical and psychiatric evaluation upon admission to Provider; however, it is understood that Provider is contracting for the provision of mental health services only and not for the treatment of non-psychiatric disorders on its psychiatric unit. Therefore, Provider will accept only patients with minor medical problems (or no medical problems) for treatment on its psychiatric unit.
4. **Medical Records:** Appropriate patient records (subject to State and Federal laws in compliance with HIPAA) will be readily transferable between the parties when a patient is referred or admitted to the other party. The referring party previously responsible for the care of the patient will also be readily available to provide consultation and other assistance to the staff of the receiving party, and vice versa.
5. **Licensing:** Provider's program services shall be licensed by the Arkansas Department of Health, Division of Facility Services, which shall meet the State's regulations for program structure and facility design.
6. **Indigent Contract Services:** Provider agrees to provide inpatient psychiatric treatment for indigent patients (as designated by the Division of Mental Health Services in Arkansas for the uninsured: below 200% of the designated poverty level) referred by Contractor at an

all-inclusive per diem rate of **\$460.00** per day. Contractor agrees to pay this per diem rate of **\$460.00** per day for as long as the patient remains in the hospital unless Provider unreasonably refuses to discharge the patient to an approved placement arranged by Contractor. (It is understood that "Indigents" probably needing extensive inpatient treatment beyond acute stabilization will/may not be appropriate for referral to Provider under the indigent per diem rate; but will either be directed where longer term care is provided, or will be expected to transfer from Provider to another appropriate facility when/as appropriate.) Provider and Contractor shall work cooperatively in initiating application for SSI/SSD or Medicaid Spend Down whenever possible. Any subsequent reimbursements by Medicaid or other Third Party Sources may be used by Provider to offset any unpaid days. For uninsured patients above the "200%" of poverty level, Contractor will clarify to the patient and/or family the expectation that the patient and/or family will be responsible for the inpatient bill. Arrangements for payment and deposit should be made whenever possible prior to admission.

7. **Utilization Review:** Provider shall work cooperatively with Contractor in the management of Contractor's indigent patient days. Contractor shall provide authorization of services for indigent patients or make other appropriate disposition of the patient. In the event that Contractor's representative determines that the patient no longer meets criteria for hospitalization, the Contractor shall either provide appropriate disposition to another treatment facility or outpatient setting. Until such disposition is made, the Contractor shall remain responsible for payment of any patient days until placement is made unless Provider unreasonably refuses to discharge the patient. Provider and Contractor agree that admissions from Contractor will generally be initially approved for a maximum of 3 days. A review date will be set by Contractor's designee prior to admission. Notwithstanding, if indigent patient days are incurred beyond authorized days because of delays caused by, or required by Contractor, Contractor will continue to pay the indigent rate until placement is made. The mutual objective will be for minimum necessary length of stay and authorization may be applied as indicated.
8. **Payment for Services:** Provider agrees to be responsible for obtaining payment from the referred patient and appropriated third party payors for services rendered under this agreement. Contractor agrees to remit payment for each "indigent" patient stay within 30 days following invoice by Provider pursuant to paragraph six (6) under this agreement. An added cost of \$25.00 per day will be assessed for payments beyond 60 days of invoice and \$50.00 per day for payments beyond 90 days of invoice. It is understood that for services rendered in Provider's inpatient psychiatric unit, Provider shall provide for the billing and collection of indigent contract days on behalf of Provider.
9. **Transportation:** In addition to the inpatient services, Provider agrees to provide "pick up" and "delivery" of patients appropriate for transport by Provider designee to and from Contractor's catchment area when all other forms of transportation have been exhausted, (such as ambulance, police, or family) when such transportation is available at Provider. Provider also agrees to facilitate transportation to the State Hospital as well as to and from civil commitment court in Little Rock, for civil commitment hearings in Pulaski County.
10. **Involuntary Commitments:** In addition to the inpatient services, Provider agrees to provide follow up as the law permits/directs for involuntarily committed patients, (or as

courts direct or permit), in accordance with Arkansas acts: 861, 10 and 911 for follow up in Little Rock under sections 5, 9, and 10 of act 861.

11. **Relationship of Parties:** The relationship of Provider to Contractor shall be that of an independent contractor.
12. **Program Rules:** Contractor's staff and its attending physicians agree to abide by the policies and procedures of Provider.
13. **Optional Spiritual Services:** All patients admitted to Provider receive a comprehensive social assessment and evaluation which includes the patient's "spiritual orientation" as required by the Joint Commission on Accreditation of Healthcare Organizations. As an optional adjunct to their program services, Provider provide elective Biblically based psychiatric services on a patient requested/voluntary basis. While at the same time being sensitive and respectful of each patient's spiritual/cultural orientation, Provider will not inappropriately influence Contractor's patients into participating in the elective "Christian" activities.
14. **Modifications:** Any modification or changes to this agreement must be made in writing and approved by the parties. Notwithstanding, Provider may change the indigent contract per diem rates in paragraph six (6) with thirty (30) days prior written notice to Contractor.
15. **Termination:** Provider or Contractor may terminate this agreement with thirty (30) days written notice to the other party with or without cause.
16. **Medication Programs:** In addition to inpatient psychiatric unit services, medication access plans will be attempted by Provider for all patients. Provider will provide assistance & planning where able via MD/pharmaceutical company programs & in cooperation with Contractor as indicated. Provider cannot be responsible for medication costs post discharge beyond a minimum necessary transition planning time & will require cooperation from Contractor for continued needed medication access planning.
17. **Additional Services:** Any additional services integrated with or in cooperation with Contractor for patients treated by Provider may be considered on a fee for service basis by Provider. This includes developments with physician or clinical staff for the purposes of improved continuity, integration, utilization, and efficiency of services.
18. **Ethical and Religious Directives:** Contractor agrees that all services to be furnished by Provider hereunder shall be performed in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the National Conference of Catholic Bishops and the United States Catholic Conference, and as amended from time to time.
19. **Standards of Conduct:** Contractor recognizes that it is essential to the core values of Provider that Provider at all times conduct itself in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the Catholic Health Initiatives Standards of Conduct, as may from time to time be amended by

Catholic Health Initiatives. Contractor acknowledges and hereby agrees that so long as this Agreement remains in effect, Provider shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct.

20. **Other Regulations:** Provider & Contractor agree to abide by all relevant and applicable state & federal laws & regulations regarding the treatment and communications related to mutual clients/patients.

**IT WITNESS WHEREOF**, this Service and Affiliation Agreement has been executed as of the date and year first written above.

**CONTRACTOR**

By: Michael R. Webb, MS

Title: CEO

Date: 6/3/2008

**ST. VINCENT INFIRMARY MEDICAL CENTER**

By: P. D. Banko

Title: Peter D. Banko

Date: 6/16/08



## SERVICE AND AFFILIATION AGREEMENT

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3. **Medically Stable:** All patients referred by Contractor must be considered medically stable before they are accepted for treatment by Provider. All patients routinely receive a physical and psychiatric evaluation upon admission to Provider; however, it is understood that Provider is contracting for the provision of mental health services only and not for the treatment of non-psychiatric disorders on its psychiatric unit. Therefore, Provider will accept only patients with minor medical problems (or no medical problems) for treatment on its psychiatric unit.
4. **Medical Records:** Appropriate patient records (subject to State and Federal laws in compliance with HIPAA) will be readily transferable between the parties when a patient is referred or admitted to the other party. The referring party previously responsible for the care of the patient will also be readily available to provide consultation and other assistance to the staff of the receiving party, and vice versa.
5. **Licensing:** Provider's program services shall be licensed by the Arkansas Department of Health, Division of Facility Services, which shall meet the State's regulations for program structure and facility design.
6. **Indigent Contract Services:** Provider agrees to provide inpatient psychiatric treatment for indigent patients (as designated by the Division of Mental Health Services in Arkansas for the uninsured: below 200% of the designated poverty level) referred by Contractor at an

all-inclusive per diem rate of **\$460.00** per day. Contractor agrees to pay this per diem rate of **\$460.00** per day for as long as the patient remains in the hospital unless Provider unreasonably refuses to discharge the patient to an approved placement arranged by Contractor. (It is understood that "Indigents" probably needing extensive inpatient treatment beyond acute stabilization will/may not be appropriate for referral to Provider under the indigent per diem rate; but will either be directed where longer term care is provided, or will be expected to transfer from Provider to another appropriate facility when/as appropriate.) Provider and Contractor shall work cooperatively in initiating application for SSI/SSD or Medicaid Spend Down whenever possible. Any subsequent reimbursements by Medicaid or other Third Party Sources may be used by Provider to offset any unpaid days. For uninsured patients above the "200%" of poverty level, Contractor will clarify to the patient and/or family the expectation that the patient and/or family will be responsible for the inpatient bill. Arrangements for payment and deposit should be made whenever possible prior to admission.

7. **Utilization Review:** Provider shall work cooperatively with Contractor in the management of Contractor's indigent patient days. Contractor shall provide authorization of services for indigent patients or make other appropriate disposition of the patient. In the event that Contractor's representative determines that the patient no longer meets criteria for hospitalization, the Contractor shall either provide appropriate disposition to another treatment facility or outpatient setting. Until such disposition is made, the Contractor shall remain responsible for payment of any patient days until placement is made unless Provider unreasonably refuses to discharge the patient. Provider and Contractor agree that admissions from Contractor will generally be initially approved for a maximum of 3 days. A review date will be set by Contractor's designee prior to admission. Notwithstanding, if indigent patient days are incurred beyond authorized days because of delays caused by, or required by Contractor, Contractor will continue to pay the indigent rate until placement is made. The mutual objective will be for minimum necessary length of stay and authorization may be applied as indicated.
8. **Payment for Services:** Provider agrees to be responsible for obtaining payment from the referred patient and appropriated third party payors for services rendered under this agreement. Contractor agrees to remit payment for each "indigent" patient stay within 30 days following invoice by Provider pursuant to paragraph six (6) under this agreement. An added cost of \$25.00 per day will be assessed for payments beyond 60 days of invoice and \$50.00 per day for payments beyond 90 days of invoice. It is understood that for services rendered in Provider's inpatient psychiatric unit, Provider shall provide for the billing and collection of indigent contract days on behalf of Provider.
9. **Transportation:** In addition to the inpatient services, Provider agrees to provide "pick up" and "delivery" of patients appropriate for transport by Provider designee to and from Contractor's catchment area when all other forms of transportation have been exhausted, (such as ambulance, police, or family) when such transportation is available at Provider. Provider also agrees to facilitate transportation to the State Hospital as well as to and from civil commitment court in Little Rock, for civil commitment hearings in Pulaski County.
10. **Involuntary Commitments:** In addition to the inpatient services, Provider agrees to provide follow up as the law permits/directs for involuntarily committed patients, (or as

courts direct or permit), in accordance with Arkansas acts: 861, 10 and 911 for follow up in Little Rock under sections 5, 9, and 10 of act 861.

11. **Relationship of Parties:** The relationship of Provider to Contractor shall be that of an independent contractor.
12. **Program Rules:** Contractor's staff and its attending physicians agree to abide by the policies and procedures of Provider.
13. **Optional Spiritual Services:** All patients admitted to Provider receive a comprehensive social assessment and evaluation which includes the patient's "spiritual orientation" as required by the Joint Commission on Accreditation of Healthcare Organizations. As an optional adjunct to their program services, Provider provide elective Biblically based psychiatric services on a patient requested/voluntary basis. While at the same time being sensitive and respectful of each patient's spiritual/cultural orientation, Provider will not inappropriately influence Contractor's patients into participating in the elective "Christian" activities.
14. **Modifications:** Any modification or changes to this agreement must be made in writing and approved by the parties. Notwithstanding, Provider may change the indigent contract per diem rates in paragraph six (6) with thirty (30) days prior written notice to Contractor.
15. **Termination:** Provider or Contractor may terminate this agreement with thirty (30) days written notice to the other party with or without cause.
16. **Medication Programs:** In addition to inpatient psychiatric unit services, medication access plans will be attempted by Provider for all patients. Provider will provide assistance & planning where able via MD/pharmaceutical company programs & in cooperation with Contractor as indicated. Provider cannot be responsible for medication costs post discharge beyond a minimum necessary transition planning time & will require cooperation from Contractor for continued needed medication access planning.
17. **Additional Services:** Any additional services integrated with or in cooperation with Contractor for patients treated by Provider may be considered on a fee for service basis by Provider. This includes developments with physician or clinical staff for the purposes of improved continuity, integration, utilization, and efficiency of services.
18. **Ethical and Religious Directives:** Contractor agrees that all services to be furnished by Provider hereunder shall be performed in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the National Conference of Catholic Bishops and the United States Catholic Conference, and as amended from time to time.
19. **Standards of Conduct:** Contractor recognizes that it is essential to the core values of Provider that Provider at all times conduct itself in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the Catholic Health Initiatives Standards of Conduct, as may from time to time be amended by

Catholic Health Initiatives. Contractor acknowledges and hereby agrees that so long as this Agreement remains in effect, Provider shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct.

20. **Other Regulations:** Provider & Contractor agree to abide by all relevant and applicable state & federal laws & regulations regarding the treatment and communications related to mutual clients/patients.

**IT WITNESS WHEREOF**, this Service and Affiliation Agreement has been executed as of the date and year first written above.

**CONTRACTOR**

By: Michael R. Webb, MS

Title: CEO

Date: 6/3/2008

**ST. VINCENT INFIRMARY MEDICAL CENTER**

By: P.D. Banko

Title: Peter D. Banko

Date: 6/16/08

City council  
CEDRIC LEONARD  
AL PEER  
CRAIG McRAE  
CLAUDIA HARTNESS  
MICHAEL JAMES  
JOE MEEKS  
MICHAEL WIGLEY  
JONATHAN SCHELL



**City of Monticello, Arkansas**  
INCORPORATED NOVEMBER 01, 1852

MAYOR  
PAIGE CHASE  
CLERK  
ANDREA CHAMBERS  
CITY Attorney  
WHIT BARTON

February 5, 2019

To Whom It May Concern,

It is my pleasure, as the Mayor of Monticello Arkansas, to write explaining the importance of Delta Counseling here in our city. Delta Counseling is an important resource for our citizens and citizens in surrounding counties. The staff are highly qualified and are a part of our community. They are experienced and do their jobs with dedication and sincerity. Our community depends on your facility in a number of ways, employment of our citizens, treatment for friends and family, crisis intervention, and as a resource for information. We appreciate what Delta Counseling brings to our community and value the services provided by your office.

Please call me at (870)367-4400 at any time with any questions or concerns you may have.

Sincerely,

A handwritten signature in cursive script that reads "Paige Chase".

Paige Chase  
Mayor Monticello Arkansas  
montmayor@att.net

# **TERESA A. FRENCH**

*CIRCUIT JUDGE \* TENTH DISTRICT \* DIVISION FIVE*

Mailing Address:  
PO Box 50  
McGehee, AR 71654

Telephone: (870) 222-6598  
Facsimile: (870) 222-6597  
Case Coordinator: Kay Beatty  
Court Reporter: Bobby Reynolds

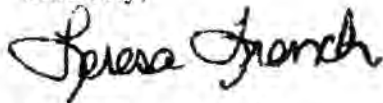
March 12, 2019

To whom it may concern,

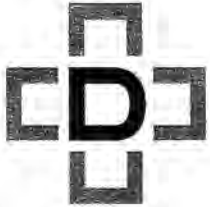
Delta Counseling Associates is a local community based behavioral health provider in our area who we depend on for our involuntary commitment process for mentally ill adults. The emergency services coordinator helps to arrange, assist and screen all who are petitioned to court. This is all completed on site at each court hearing and this helps the transition and coordination of services run smoothly. Sometimes there are multiple people who need to be screened. Inpatient and outpatient mental health services are established and law enforcement assists in transporting the individuals to their destination.

As you can see, Delta Counseling Associates is a crucial behavioral health provider in our catchment area within Ashley, Bradley, Chicot, Desha and Drew Counties. They are a provider who comes into constant contact with mental commitment adult referrals. Delta Counseling demonstrates the qualifications and experience in crisis and providing behavioral health services in our community. In order to best serve these populations, the community has to work together as our resources are limited.

Sincerely,



Judge Teresa French  
Circuit Judge



**DrewMemorial**  
HEALTH  
SYSTEM

**Scott Barrilleaux**  
*Chief Executive Officer*

**Board of Governors**

Mike Akin, Chairman  
Carl Lucky, Vice Chairman  
Wayne Owen, Secretary  
Reggie Binns  
Jay Jones  
Robin McClendon

**Active Staff**

James, Atkins, M.D. Chief of Staff  
Lakshmi, Battala, M.D.  
Scott Claycomb, M.D.  
Jay Connelley, M.D.,  
Michael Fakouri, M.D.  
John Jerius, M.D.  
Julia Nicholson, M.D.  
Michelle Pittman, M.D.  
Kelly Shrum, D.O.  
Sylvia Simon, M.D.  
Timothy Simon, M.D.  
Jeffrey Reinhart, M.D.

**DREW MEMORIAL HEALTH  
SYSTEM**  
778 SCOGIN DRIVE  
MONTICELLO, AR 71655  
PHONE: (870) 367-2411  
FAX: (870) 460-3562  
[www.drewmemorial.org](http://www.drewmemorial.org)

**March 8, 2019**

To whom it may concern,

Delta Counseling Associates is a vital resource for Drew Memorial Health System. During mental health crises of indigent patients, Delta Counseling provides essential assessments that facilitate the transition of our patients to acute hospitalization. DCA also provides assistance for individuals in our hospital requiring involuntary commitment through the court system.

The emergency services coordinator along with multiple of their mental health professionals have assisted with screenings both inside of our facility as well as immediately after discharge. DCA staff are always available to adjust their schedules when support is needed in crisis situations.

The mental health professionals at DCA continually demonstrate professionalism, knowledge, and the qualifications necessary to meet the unique needs of our community. They are a part of both hospital and community committees and are committed to the advancement of mental health treatment in southeast Arkansas. Their services are an invaluable asset to both myself and DMHS physicians.

Sincerely,

Kelli McTigrit, M.S.W., LMSW  
Drew Memorial Health System



## **DREW COUNTY SHERIFF'S OFFICE**

### **SHERIFF MARK GOBER**

210 S. MAIN ST. MONTICELLO, ARKANSAS 71655  
(870) 367-6211 / FAX (870) 460-6217  
[WWW.DREWCOUNTYSHERIFF.COM](http://WWW.DREWCOUNTYSHERIFF.COM)

March 8, 2019

To Whom It May Concern:

Delta Counseling provides exemplary service to the citizens of Drew County and the Drew County Sheriff's Department at all times. They have always shown complete dedication to our department, they provide screenings anytime they are requested. They always provide my department with immediate feedback.

We have such a good working relationship with Delta Counseling and have so much respect for all they do. My department knows that they can reach out to the staff of Delta Counseling at any time and that is greatly appreciated.

If you have any questions or concerns feel free to contact me at 870-367-6211.

Sincerely,

Sheriff Mark Gober



**ASHLEY COUNTY DISTRICT COURT**  
**Twenty-Sixth District**

**Reid Harrod**  
District Judge

**Hamburg Division**  
P.O. Box 72  
Hamburg, AR 71646  
Telephone: 870-853-8326  
Facsimile: 870-853-5433  
[hamburg@ashleycountydistrictcourt.org](mailto:hamburg@ashleycountydistrictcourt.org)

**Angelia Linder**  
Chief Clerk

**Heather Emory**  
Deputy Clerk

March 4, 2019

To Whom it May Concern;

I am currently serving as the State District Judge for the 26<sup>th</sup> District with the Courts in Hamburg and Crossett. While our Court does not have primary jurisdiction of involuntary civil commitments, we routinely hear misdemeanor and preliminary felony criminal cases. As you may be aware, all too often, individuals in the need of services for mental health and dependency issues find themselves swept up into the criminal system. Consequently, we deal with this population on almost a daily basis.

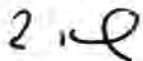
In the criminal context, a paramount concern is to ensure that accused individuals do not commit further offenses while awaiting trial or after a subsequent conviction. This release decision is more complicated when that person is struggling with a mental health issue. Of course, the availability of evaluation and treatment is an absolute necessity.... as is the means to ensure compliance with any treatment plan which may be developed.

In the times past, the lack of coordination between treatment providers, law enforcement and the Courts has been extremely frustrating. An individual could be ordered to comply with treatment as a Condition of Pretrial Release or Probation after conviction and for various reasons there would be no follow up until he had deteriorated to the point that he was arrested again. Also, in cases where it was desperately needed, there was little likelihood of being able to arrange for long or intermediate term placement other than with the County Jail.

In our area, Delta Counseling and Associates is the primary mental health services provider. While they have been of great assistance in the past, their recent addition of Meredith Hudson as a Licensed Professional Counselor (LPC) & Emergency Services Coordinator has proven to be very beneficial to the Court. She has worked diligently to screen Defendants who we refer to her after initial Pre-trial Hearing and to ensure that proper treatment is made available, if needed. Just as importantly, she has worked to keep both the Circuit and District Courts apprised of any non-compliance issues in an effort to minimize the number of "revolving door" cases where these individuals receive short term acute care, are lost in the system, allowed to deteriorate and then picked up on new charges. Ms. Hudson has also been instrumental in helping to find long term placement for those people who simply can not function on their own for any extended period.

In summary, Delta Counseling is indispensable in serving the needs of in our community. We appreciate their contribution.

Sincerely,



Reid Harrod

# ASHLEY COUNTY LAW ENFORCEMENT AND DETENTION CENTER

TOMMY STURGEON, SHERIFF

842 ASHLEY RD 12 WEST  
870-853-2040

HAMBURG, ARKANSAS 71646  
FAX 870-853-0017



To whom it may concern,

Regarding the Ashley County area, community mental health services are provided by Delta Counseling Associates for crisis and behavioral health. The Emergency Services Coordinator comes to the jail to screen for district court for Judge Reid Harrod and for involuntary commitments for mentally ill adults. The Ashley County jail staff and deputies assist with many transports for mental health purposes to hospitals as well as to the local Delta Counseling Office for outpatient services. Ashley County Sheriff's Department and Delta Counseling Associates have a good rapport and coordinate together to assist the mentally ill in our community.

Sincerely,

A handwritten signature in cursive script that reads "Tommy Sturgeon".

Sheriff Tommy Sturgeon

**MORLEY LAW FIRM, PLLC**

ATTORNEYS  
609 Robert S. Moore Avenue  
Arkansas City, AR 71630  
(870) 877-9339  
FAX (870) 877-2288

DEAN R. MORLEY (1910-1998)  
STEPHEN E. MORLEY  
Deputy Prosecuting Attorney  
Desha and Chicot Counties  
Email: clairgpm@swbell.net

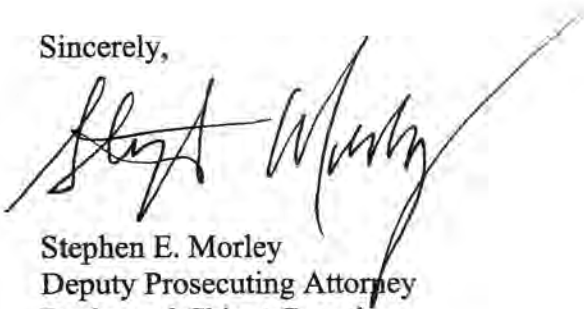
MAILING ADDRESS:  
P.O. BOX 474  
ARKANSAS CITY, ARKANSAS 71630

CENTRAL ARKANSAS OFFICE  
315 NORTH BROADWAY  
NORTH LITTLE ROCK, ARKANSAS 72114  
(501) 372-4314  
FAX (501) 375-3045

To whom it may concern,

In my professional experience, Delta Counseling demonstrates the qualifications and experience in crisis and providing behavioral health services in our community. Delta Counseling Associates is easily accessible in all five counties for the 10<sup>th</sup> judicial district. The Emergency Services Coordinator directly assists the 10<sup>th</sup> judicial circuit court with involuntary commitment hearings for adult. Also we work with coordinating outpatient behavioral health services with the therapists in the different county locations. We are grateful for their community mental health services.

Sincerely,



Stephen E. Morley  
Deputy Prosecuting Attorney  
Desha and Chicot Counties