

AUG 28 2017

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**BEFORE THE CLAIMS COMMISSION
OF THE STATE OF ARKANSAS**

METHODIST BEHAVIORAL HOSPITAL

CLAIMANT

V.

CLAIM NO. 17-0537-CC

**STATE OF ARKANSAS,
DHS/DCFS**

RESPONDENT

JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT


Comes now Methodist Behavioral Hospital and the State of Arkansas, DHS/DCFS, by and through their respective counsel, and for their Joint Motion for Approval of Settlement Agreement, state the following:

1. On or about July 31, 2017, the Parties reached a settlement of this claim. A copy of the Settlement Agreement is attached hereto as Ex. 1.
2. Pursuant to the Settlement Agreement, the State of Arkansas, DHS/DCFS has agreed to pay Methodist Behavioral Hospital \$25,000.00 following approval by the Claims Review Subcommittee of the Arkansas Legislative Council.
3. Therefore, the Parties respectfully request that the Claims Commission to submit this claim and settlement to the Claims Review Subcommittee of the Arkansas Legislative Council for review and approval.

WHEREFORE, the Parties respectfully request the Claims Commission to submit this claim and settlement to the Claims Review Subcommittee of the Arkansas Legislative Council for review and approval, and for all other relief to which they are entitled.

Respectfully submitted,


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Attorney for Respondent

BEFORE THE CLAIMS COMMISSION
OF THE STATE OF ARKANSAS

METHODIST BEHAVIORAL HOSPITAL
CLAIMANT

VS CLAIM NO 17-0537-CC

STATE OF ARKANSAS
DHS DCFS
RESPONDENT

SETTLEMENT AGREEMENT

The purpose of this agreement is to settle any and all claims arising out of the services billed by Methodist Behavioral Hospital (hereinafter "MBH") to the Arkansas Department of Human Services, Division of Children and Family Services (hereinafter "ADHS") regarding the Arkansas Claims Commission Case, Case Number 17-0537-CC (hereinafter the "Claim"), and all services or other actions performed by MBH related to the Claim. ADHS and MBH now seek to enter into this Agreement.

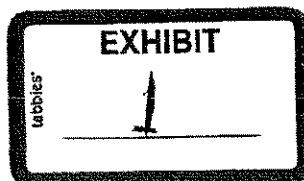
MBH acknowledges that this Agreement will settle all issues and disputes with ADHS in regard to all actions surrounding the Claim. MBH agrees not to pursue, and waives, any further appeal, claim, or charge in regard to actions stemming from the Claim, whether against ADHS or other parties. It is the intention of MBH and ADHS that this settlement is a binding global settlement of all issues past and future stemming from the Claim. The Parties acknowledge that the amount of this Claim and the settlement terms outlined herein are subject to review and approval by the Claims Review Subcommittee of the Arkansas Legislative Council.

In consideration for MBH agreeing to settle all issues and disputes with ADHS with respect to the Claim, ADHS agrees to the following:

- ADHS shall pay to MBH the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00). The amount shall be payable to "Methodist Behavioral Hospital."

In exchange, MBH agrees that it will not pursue any further appeal, claim, charge, collection action, or other actions not specifically enumerated herein, against ADHS or individuals who received benefits of the services involved in the Claim.

MBH agrees that this amount shall be in consideration for MBH releasing and forever discharging ADHS and all successors, executors, administrators, agents, assigns, parent companies, affiliates, subsidiaries, related companies, public entities, contractors, officers, directors, shareholders, employees, attorneys, and brokers, from any and all claims, demands, liens, liabilities, expenses, fees, costs, actions, and causes of action, known or unknown, existing or which may hereinafter exist, arising out of, or in any way connected with the Claim. MBH shall indemnify and hold harmless ADHS and its successors, executors, administrators, agents, assigns, parent companies, affiliates, subsidiaries, related companies, public entities, contractors, officers, directors, shareholders, employees, attorneys, and brokers, from any and all claims, demands, liens, liabilities, expenses, fees, costs, actions, and causes of action, known or

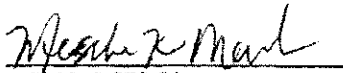


unknown, existing or which may hereinafter exist, arising out of, or in any way connected with the Claim

This is a full and final release by MBH applying to all present and further unknown and unanticipated injuries, claims, or damages, arising out of, relating to, or referring to the Claim, as well as those injuries, claims, or damages now known or disclosed, and MBH understands and waives all rights, benefits, claims, and damages which it now has, or may have in the future. MBH acknowledges that it may discover facts and legal theories in addition to, or different from, those of which they are now aware. Claims, causes of action and suits arising out of or related to the Claim that are based upon facts or legal theories unknown as of the date of this Agreement are barred by this Agreement. MBH further waives the right to rely upon any statute, rule or common law doctrine, which precludes, or pre-dates, its release of claims, causes of action or suits, arising from facts which are not known or are different from those known when they execute this Agreement. Further, there is a risk that the loss or damage presently known may be or become greater than MBH now expects or anticipates.

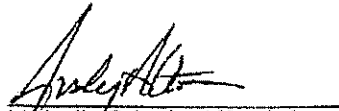
This Agreement shall be governed by the laws of the State of Arkansas. It contains the entire agreement between MBH and ADHS and its terms are contractual in nature and not a mere recital. Facsimile and pdf/digital signatures shall be considered as valid, original signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same final Agreement.

If any provision of this Agreement shall be ruled invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



ADHS, DCFS Director

Mischa Martin



Methodist Behavioral Hospital

Andy Altom

8/15/17
Date

7/31/17
Date

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

**METHODIST BEHAVIORAL
HOSPITAL**

CLAIMANT

V.

CLAIM NO. 17-0537-CC

**ARKANSAS DEPARTMENT OF
HUMAN SERVICES/CHILDREN
AND FAMILY SERVICES**

RESPONDENT

ORDER

Now before the Arkansas State Claims Commission (the "Claims Commission") is the Joint Motion for Approval of Settlement Agreement (the "Motion") submitted by claimant Methodist Behavioral Hospital (the "Claimant") and respondent Arkansas Department of Human Services/Children and Family Services (the "Respondent"). Attached to the Motion is the Settlement Agreement signed by the parties.

Based upon a review of the pleadings, the Motion, and the Settlement Agreement, the Claims Commission hereby GRANTS the Motion, APPROVES the Settlement Agreement, and refers this claim to the General Assembly for an appropriation pursuant to Ark. Code Ann. § 19-10-215(b).

IT IS SO ORDERED.

Henry C. Kinslow

ARKANSAS STATE CLAIMS COMMISSION

Dexter Booth
Henry Kinslow, Co-Chair
Bill Lancaster
Sylvester Smith
Mica Strother, Co-Chair

DATE: August 29, 2017