

SIGNATURE PAGE

Type or Print the following information.

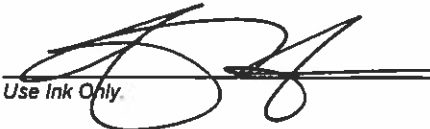
PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:	Western Arkansas Counseling and Guidance Center, Inc.			
Address:	3111 South 70th Street, PO Box 11818			
City:	Fort Smith	State:	AR	Zip Code: 72917-1818
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input checked="" type="checkbox"/> Nonprofit	
Minority and Women-Owned Designation*:	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> African American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American	<input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned
	AR Certification #: _____		* 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:	Aaron L. "Rusti" Holwick	Title:	Chief Executive Officer
Phone:	479-452-6650 Extension 1029	Alternate Phone:	479-353-0474
Email:	Rusti.Holwick@wacgc.org		

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

An official authorized to bind the Prospective Contractor to a resultant contract 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:

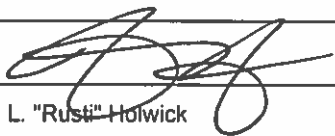
Authorized Signature:  Title: Chief Executive Officer
Use Ink Only

Printed/Typed Name: Aaron L. "Rusti" Holwick Date: 4-3-19

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.

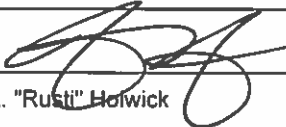
By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

Vendor Name:	Western Arkansas Counseling and Guidance Center, Inc.	Date:	4-3-19
Authorized Signature:		Title:	Chief Executive Officer
Print/Type Name:	Aaron L. "Rust" Holwick		

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.

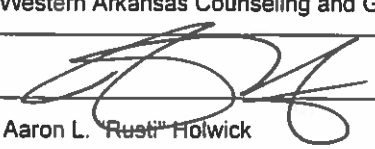
By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this section of the bid solicitation. **Use Ink Only**

Vendor Name:	Western Arkansas Counseling and Guidance Center, Inc.	Date:	4-3-19
Authorized Signature:		Title:	Chief Executive Officer
Print/Type Name:	Aaron L. "Rusti" Holwick		

SECTION 3,4,5 - VENDOR AGREEMENT AND COMPLIANCE

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

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

Vendor Name:	Western Arkansas Counseling and Guidance Center, Inc.	Date:	4-3-19
Authorized Signature:		Title:	Chief Executive Officer
Print/Type Name:	Aaron L. Rust Holwick		

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

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.

Vendor Name:	Western Arkansas Counseling and Guidance Center, Inc.	Date:	4-3-19
Authorized Signature:		Title:	Chief Executive Officer
Print/Type Name:	Aaron L. "Fusti" Holwick		

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

ADDENDUM 1

DATE: March 12, 2019
SUBJECT: 710-19-1027 Therapeutic Foster Care

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

- Change of specification(s)
- Additional specification(s)
- Change of bid submission/opening date and time
- Cancellation of bid
- Other

BID OPENING DATE AND TIME

Bid opening date and time has changed to **April 8, 2019**, 2:00 PM

Revise Section 1.29 Schedule of Events:

Date and time for Opening Bids, April 8, 2019, 2:00 PM CST

The specifications by virtue of this addendum become a permanent addition to the above referenced Invitation for Bid.

FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.

If you have questions, please contact the buyer Marqurite.al-uqdah@dhs.arkansas.gov or 501-682-8743.

Vendor Signature 

Date 4-3-19

Western Arkansas Counseling and Guidance Center, Inc.
Company

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

ADDENDUM 2

DATE: March 19, 2019
SUBJECT: 710-19-1027 Therapeutic Foster Care

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

- Change of specification(s)**
 Additional specification(s)
 Change of bid submission/opening date and time
 Cancellation of bid
 Other

BID OPENING DATE AND TIME

Bid opening date and time

CHANGES TO REQUIREMENTS

Section 2.2B

Delete: For verification of the requirements specified above (A & B), Vendor **must** submit Vendor's Therapeutic Foster Care Placement Child Welfare Agency license obtained from the Arkansas Department of Human Services (DHS), Division of Child Care and Early Childhood Education (DCCECE).

Add: For verification of requirements specified above (A & B), Vendor **must** submit one of the following:

- 1) Vendor's Therapeutic Foster Care Placement Child Welfare Agency License obtained from the Arkansas Department of Human Services (DHS), Division of Child Care and Early Childhood Education (DCCECE), or
- 2) A copy of the application for licensure.

Vendor's license **must** be approved by the DCCECE board by June 1, 2019 in order to be awarded a contract.

REVISED ATTACHMENT

Revised Attachment G

The specifications by virtue of this addendum become a permanent addition to the above referenced Invitation for Bid.

FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID.

If you have questions, please contact the buyer Margurite.al-ugdah@dhs.arkansas.gov or 501-682-8743.

Vendor Signature 

Date 4-3-19

Western Arkansas Counseling and Guidance Center, Inc.
Company

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

ADDENDUM 3

DATE: March 26, 2019
SUBJECT: 710-19-1027 Therapeutic Foster Care

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

- Change of specification(s)**
- Additional specification(s)
- Change of bid submission/opening date and time**
- Cancellation of bid
- Other

BID OPENING DATE AND TIME

CHANGE SPECIFICATIONS

Attachment C: Performance-Based Contracting

B. Delivery of Services

5.g: Delete: "A physician and other personnel involved in the client's case will review each plan of care at least every ninety (90) days. The plan of care must be revised to reflect results of the review conducted as required herein."

Add: "Contractor shall review the plan at least semi-annually and shall update the plan to reflect the child's progress."

Insert: #9

Service Criteria:

Contractor shall maintain records of the TFC internal client specific treatment plan of care. This plan may be very similar to or mirror the youth's PCSP.

Documentation shall at a minimum reflect the following:

A. Treatment plan developed in accordance with recommendations made by a physician or other licensed professionals involved in the care of that client

B. Any revisions of the Treatment plan

Acceptable Performance:

Acceptable performance is defined as one hundred percent (100%) compliance with Service Criteria and Acceptable Performance Standards at all times throughout the contract term as determined by DHS.

Damages:

1st Incident: A Corrective Action Plan, acceptable to DHS, will be due to DHS within ten (10) business days of the request.

2nd incident: A ten percent (10%) penalty may be assessed in the following months' payments to the Vendor for each thirty (30) day period the Vendor is not in full compliance with these Service Criteria. The ten percent (10%) penalty shall be calculated from the total payment for the identified month in which the deficiency took place.

The total of all damage credits in any given month shall not exceed one hundred percent (100%) of the monthly invoice unless a third incident occurs for any of the Service Criteria.

3rd incident: DHS reserves the right to impose additional penalties including but not limited to: withholding payment on future invoices until Vendor is in full compliance, a substandard Vendor Performance Report maintained in DHS' Vendor file, and contract termination.

If you have questions, please contact the buyer Margurite.al-ugdah@dhs.arkansas.gov or 501-682-8743.



Vendor Signature

4-3-19

Date

Western Arkansas Counseling and Guidance Center, Inc.

Company

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: Western Arkansas Counseling and Gl Goods? Services? Both?

YOUR LAST NAME: Holwick FIRST NAME: Aaron "Rustij" M.I.: L.

ADDRESS: 3111 South 70th Street, PO Box 11818

CITY: Fort Smith STATE: AR ZIP CODE: 72917-1818 COUNTRY: USA

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

FOR INDIVIDUALS *

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

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

None of the above applies

FOR AN ENTITY (BUSINESS) *

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

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

None of the above applies

Contract and Grant Disclosure and Certification Form

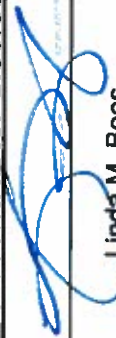
Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature  Title Chief Executive Officer Date 4-3-19
Vendor Contact Person Linda M. Boos Title Administrative Coordinator Phone No. 479-452-6650

Agency use only
Agency Number _____ Agency Name _____ Agency Contact Person _____ Agency Contact Phone No. _____
Contract Grant No. _____ or Grant No. _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Policy: The Western Arkansas Counseling and Guidance Center, Inc. is committed to the concept of equal employment opportunity without regard to race, color, gender, religion, age, disabilities, marital status, ethnicity, or national origin. It shall be the policy of the Center to comply with the nondiscrimination provisions of all State and Federal regulations, such as the Equal Opportunity Act of 1972, the Rehabilitation Act of 1975, and the Americans with Disabilities Act of 1990.

Purpose: It is the purpose of this policy to comply with all federal, state, and local legislation, regulations and guidelines regarding non-discrimination in employment.

Guidelines:

1. The Center assures that efforts to recruit, hire, and promote in all job classifications will be carried out on a nondiscriminatory basis. We further insure that all other personnel actions such as compensations, benefits, transfers, demotions, terminations, assignments, layoffs, returning from layoffs, training, education, and tuition assistance will not be denied on the grounds of race, color, gender, political or religious opinions or national origin, affiliations, age, or disabilities (except where age, gender, or physical requirements constitute a Bona Fide Occupational Qualification).
2. The Board of Directors and employees are also committed to compliance with applicable legal requirements and regulations of all governmental agencies under whose authority it operates.
3. All employees and potential employees of the Western Arkansas Counseling and Guidance Center, Inc. shall be informed of their civil rights including the right to complain regarding employment practices if they believe they have been discriminated against. These complaints shall be dealt with in a confidential manner so that the employee or potential employee is free of workplace harassment, reprisal, intimidation, and/or insults.
4. This Center policy will be carried out in all activities and programs which are conducted in conjunction with other agencies, institutions, organizations or political subdivisions where financial assistance, through sub-grants, sub-contracts, formula funds or other transactions involving the utilization of Federal and State funds, is received.
5. All management, administrative and supervisory employees are charged with the responsibility for ensuring the implementation of this policy and not employ tactics designed to circumvent the goals of this policy. They are also charged to assure that subordinate employees are aware of this Affirmative Action Plan and are committed to compliance with its goals.
6. Employees of the Western Arkansas Counseling and Guidance Center, Inc. who fail to adhere to the Equal Employment Opportunity Policies and/or Programs will be subject to appropriate disciplinary action, up to and including termination.

Procedures:

1. The Board of Directors designates the Chief Executive Officer as the responsible agent for implementation of the Equal Employment Opportunity Policy.
2. The Chief Executive Officer and/or his/her designee shall ensure that all criteria for employment related decision making are program-based and job related.
3. Upon request, the Center will make available to interested persons and funding sources information regarding its Affirmative Action Policy.

The Arkansas Child Welfare Agency Review Board

in cooperation with

Arkansas Department of Human Services

Division of Children and Family Services

Certifies that

Western Arkansas Counseling and Guidance Center d.a.b. W.A.T.C.H.
7302 Rogers Avenue
Ft. Smith, AR 72917

is hereby issued LICENSE # 10108 effective date February 24, 1998

FOR THE PURPOSE OF PROVIDING RESIDENTIAL CARE/PLACEMENT SERVICES IN THE STATE OF ARKANSAS
THE SPECIFIC SERVICES AUTHORIZED BY THIS LICENSE ARE:

Residential Services: Capacity: _____ Ages: _____ to _____
_____ Residential Facility
_____ Emergency Shelter
_____ Psychiatric Residential Treatment Facility
_____ Sexual Offender Program

Placement Services:
_____ Adoptive Placement
_____ Foster Care Placement
_____ Residential Placement
 Therapeutic Foster Care Placement

THIS IS A REGULAR LICENSE AND WILL REMAIN IN EFFECT UNTIL SUCH TIME AS IT IS CHANGED TO ANOTHER TYPE OF LICENSE OR CLOSED.



In Witness whereof, we have set our hand on this
February 26, 1998

By [Signature]
Chairman
Child Welfare Agency Review Board

The Arkansas Child Welfare Agency Review Board

in cooperation with

Arkansas Department of Human Services

Division of Children and Family Services

Certifies that

Western Arkansas Counseling and Guidance Center d.a.b. W.A.T.C.H.
7302 Rogers Avenue
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 - Sexual Offender Program
 - Adoptive Placement
 - Foster Care Placement
 - Residential Placement
 - Therapeutic Foster Care Placement

THIS IS A REGULAR LICENSE AND WILL REMAIN IN EFFECT UNTIL SUCH TIME AS IT IS CHANGED TO ANOTHER TYPE OF LICENSE OR CLOSED.



In Witness whereof, we have set our hand on this
February 26, 1998

By [Signature]
Chairman
Child Welfare Agency Review Board

C. MUST BE ABLE TO PROVIDE TRAUMA INFORMED MENTAL HEALTH SERVICES FOR CLIENTS PLACED IN THE PROGRAM. (Program Description and Philosophy)

Western Arkansas Counseling and Guidance Center dba The Guidance Center:

In 1960, under the guiding hand of Dr. Roger Bost, the Child Family Guidance Center was established. Financial assistance came enthusiastically from Sebastian and Crawford County Quorum Courts, Fort Smith School System, Junior League, Rosalie Tilles Home Board, Sebastian County United Fund, and many private citizens. A non-profit, charitable corporation, it had as its goal to provide relatively low-cost psychological services for citizens of Sebastian and Crawford Counties. Among the services offered by the Child Family Guidance Center were diagnostic and treatment services, training programs, consultation services to other community institutions and agencies, and psychological testing.

The Arkansas Rehabilitative Services joined the Child Family Guidance Center in 1968, further expanding their capabilities for service. In 1972, a federal staffing grant was received to establish a community mental health center. Therefore, in April of 1972, the Child Family Guidance Center, the Family Service Agency, and the Traveler's Aid were consolidated into one entity--the Western Arkansas Counseling and Guidance Center, Inc. , dba The Guidance Center.

Western Arkansas Counseling and Guidance Center is a private, non-profit, tax-exempt corporation. It is one of more than 600 Community Mental Health Centers throughout the United States and one of 12 in Arkansas. Western Arkansas Counseling and Guidance Center is under the direction of a regional citizen's Board of Directors of up to 14 representatives of the six counties within the Region. The Board of Directors, Administrative team, clinical and support staff promote the goal of therapeutic foster care services as well as all children and youth services in securing permanency outcomes for youth in DCFS. Western Arkansas Counseling and Guidance Center provides a wide range of services to care for all aspects of behavioral health to include mental illness, alcohol and substance use issues, trauma, domestic violence and provides a comprehensive coordinated crisis services system to aid in providing the public safety net for psychiatric and behavioral health crises. Western Arkansas Counseling and Guidance Center promotes the "No wrong door" philosophy in handling behavioral health issues no matter where they fall on the spectrum.

Western Arkansas Counseling and Guidance Center is a community mental health center that is dedicated to serving the needs of the surrounding community. As a licensed and accredited community health center, the Guidance Center provides a wide range of coordinated health care services to treat mental, emotional, behavioral, and substance abuse disorders. The goal of The Guidance Center is to serve the whole family by using a person-centered treatment approach and providing a range of services including individual therapy, medication management, substance abuse treatment, and intensive family support services. Our unique mission is to provide a

comprehensive network of quality behavioral healthcare services that are consumer sensitive, outcomes oriented and cost effective.

The Guidance Center, in June of 1989, started the Western Arkansas Therapeutic Children's Home (WATCH). At the time, the state awarded the WATCH program 5 children into the program. The program was successful and soon after was awarded 12 children and by 1994 it had 15. Within 10 years of the program starting, the WATCH program was awarded 27 children. In the past 5 years, the program has grown and been able to serve many children in need. The WATCH program serves a six county area including Franklin, Polk, Sebastian, Scott, Crawford, and Logan counties. This passionate WATCH team has expanded the program and currently has 37 children on a 29 bed contract. The plan is to further expand to meet the needs of this community. The expansion is expected to help create a more extensive continuum of care for youth in our state and as a step-down to the Fostering Change Program for community re-integration.

The WATCH program specializes in Therapeutic Foster Care (TFC), a community-based foster care service that is provided to children placed out of their home of origin. WATCH utilizes certified foster parents with specialized training to care for children and adolescents who have emotional, behavioral or social issues and/or medical needs that cannot be remedied in a regular foster home. These children are referred to WATCH by the Division of Children and Family Services (DCFS). WATCH works closely in partnership with the child, the child's family, DCFS and other persons identified by the placing agency to insure the child's needs are met. The goal of TFC and the WATCH program is to allow the child/adolescent to benefit from a therapeutic home environment that focuses on identifying child/adolescents strengths while addressing their needs.

The WATCH program staff and all staff at The Guidance Center are trained in the Trauma Informed Care Model, a treatment framework that centers on understanding, recognizing, and responding to the effects of all types of trauma and providing support to help those impacted by trauma to rebuild their sense of control and empowerment. The Trauma Informed Care Model shifts our focus and our clients' thinking away from the disease model and toward a strengths, resiliency, and wellness model. The principles of Trauma-Informed Care include safety, trustworthiness and transparency, peer support, collaboration, empowerment, and humility and responsiveness. The framework as outlined in the Relias platform for competency based training involves real time strategies to help us meet critical outcomes, including increased staff retention, decreased number of critical incidents and increased client engagement. This platform is combined with interagency trainings to include workshops and presentations.

Trauma-Focused Cognitive Behavioral Therapy is recognized by several groups of experts and federal agencies as a model program and promising treatment practice, including the National Child Traumatic Stress Network and SAMSHA. All clinical staff with The Guidance Center are encouraged to complete training in order to utilize this model with adolescent clients who have

experienced extensive and/or complex trauma. This model focuses on addressing distorted beliefs related to abuse or trauma, providing a supportive environment for children to talk about traumatic experiences, and helping parents who are not abusive to cope with their own distress and develop skills to support their children. It is also designed to reduce negative emotions and behaviors related to child sexual abuse, domestic violence, and trauma.

In addition to the above treatment models, WATCH staff and Professional Foster Parents are provided continual training in Trust Based Relational Interventions from Karyn Purvis Institute of Child Development and The Treatment Foster Parenting Model with Pressley Ridge. Staff with the Guidance Center is all certified in Crisis Prevention Institute's Nonviolent Crisis Intervention to ensure their ability to de-escalate and manage any disruptive or assaultive behaviors that may occur with clientele. Additionally, all support staff are certified Qualified Behavioral Health Professionals (QBHP) and receive ongoing training and education throughout the year to ensure that they are able to appropriately serve their clients.

Professional Foster Parents with the, Western Arkansas Therapeutic Children's Homes, (WATCH) program go through the Pressley Ridge Pre Service Training which is more trauma focused pre-service training. Professional Parents are given overview of trauma and stress related disorders that include but not limited to: PTSD, RAD, Adjustment Disorders, Dissociative Disorders, and Oppositional Defiant Disorders. Professional parents will learn about the trauma of being placed in foster care and how to form positive attachments. They will learn effective communications skills, understanding and changing behaviors, teaching new skills, resolving conflict, and understanding and resolving a crisis.

Safety Plans are implemented on each foster child upon entering the WATCH program based on past history and behaviors.

Staff with the WATCH program include: Qualified Behavioral Health Paraprofessionals (bachelor degreed) QBHP's and Licensed Mental Health Therapist's, (master degreed). QBHP's are required to take Pressley Ridge Pre Service Training. They are also required to take a course yearly in Identifying and Preventing Child Abuse and Neglect, Suicide Risk Factors and Trauma Informed Care. Therapists are certified in Trauma Focused Cognitive Behavioral Therapy, TF-CBT.

The TFC program, WATCH, utilizes Psychiatrists, physicians and Advanced Practice Registered Nurses (APRN) which comprise the medical prescribers at The Guidance Center for medication when and if needed. The medical team is made up of 10 medical providers including Advanced Practice Registered Nurses,(APRNs and DAPRNS) and physicians and psychiatrists.

WATCH staff and Professional Parents meet with Care Coordinators at least quarterly to make sure all services are included on the Person Centered Service Plan.

A full array of Behavioral Health services are available to children/adolescents in the WATCH program. This includes outpatient mental health services that are trauma informed, culturally competent and co-occurring capable at the Guidance Center. The services include a Comprehensive Diagnostic assessment and plan of care that is person centered and addresses the holistic needs of the person served; groups, family sessions/involvement, psychoeducation, medication evaluation and management as well as mentorship when appropriate. WRAP like services are provided in order to help each child reach their unique maximum potential. All plans of care include the individual's strengths, needs, abilities and preferences, SNAP. The philosophy of the programs for children and families is to provide family focused, youth-centered, cultural competent, in-home or in community services where the youth, family and community are a part of a dynamic system. This comprehensive, integrative, strength based approach explores key dimensions that impact the functioning of the family. All services are designed to support the well-being of the holistic view of the child's life and enhance the quality of life of the person being served by reducing symptoms and improving functioning. These services and programs are highly specialized for child treatment, offer crisis triage, intervention, stabilization and aftercare. Services may be provided by Licensed Mental Health Professionals, Licensed Practical Nurses, Advanced Practice Registered Nurses, or Psychiatrist or Physician, as well as Qualified Behavioral Health Paraprofessionals. The WATCH team members have an internal on-call crisis line that is given to the professional foster parent to use if needed. The Guidance Center also provides 24/7 Mobile Crisis Response to children in DCFS as well as others in the community that present with a behavioral health crisis along with face-to-face follow up the day after the crisis intervention. The aim of any crisis response for children in DCFS is to save placements and to stabilize the crisis and avert any need for hospitalization when possible. Those clients who are serious suicidal risks or otherwise cannot be managed by the facility will be given staff supervision while being transferred to another facility for acute hospitalization. (See full description of the Crisis Response System in D.)

The agency believes in treating the whole child by addressing all of their needs and working to instill resilience, independence, and perseverance in order to help grow them into productive citizens. Successful outcomes are treated concurrently by a trained interdisciplinary team of professionals. The agency and teams mission and purpose is to help empower these children/adolescents, offer guidance and direction, and instill self-worth, resilience, independence, and the ability to transition to the least restrictive environment in order to be a productive member of society and a valued member of their families and the community. Thus it is of utmost importance for the WATCH team to recognize and understand that permanency is the goal for each child/adolescent.

The WATCH team is made up of 3 master's level independently licensed therapists and 5 QBHP's. The WATCH program established a clinical director, master degreed with an independently licensed mental health professional with extensive experience in the field. The clinical director has many years of experience in the human services field and also has worked in

the WATCH program as a therapist providing direct services. The administrative team of the Guidance Center has years of clinical experience and continues to be involved and supportive of the WATCH program. The Director of Clinical Operations is the clinical supervisor of the WATCH program with direct supervision from the CEO as well. Each child in the program has an assigned TFC case manager, a trained and certified QBHP, which helps to manage services provided, treatment planning, working with the care coordinator and doing assessments. In working with the PASSE care coordinator, the case manager/QBHP will ensure that the Person Centered Service Plan (PCSP) will cover the needed services to maintain stability in the community. The case manager is responsible for no more than 12 cases at once. All TFC case workers/QBHP's in the WATCH program are trained as qualified behavioral health paraprofessionals, CPR, First Aid and CPI, a non-violent crisis intervention model. The providers in the WATCH program help with recruiting, training and certifying homes but most importantly supporting them. WATCH provides support through 24/7 access to on-call TFC staff, transportation, education, behavioral intervention and advocacy for services.

The clinical team has regular staff meetings in which charts are reviewed for *quality assurance* in conjunction with the director of Quality Assurance for the Guidance Center monthly. The purpose of these meetings is to ensure proper treatment planning for each child, service delivery, and discuss discharge planning when needed. The Guidance Center has Quality Assurance, Quality Improvement, and Utilization Review committees that meet on a regular basis to review individual cases, indicators and service patterns related to analyses completed by Quality Assurance and clinical staff. Quality assurance department staff exceeds standards by reviewing cases thoroughly and completely for the appropriate treatment performance criteria specified by external stakeholders as well as our internal performance measures. While the full committee meets regularly, sub-groups of the committee, in addition to other relevant staff members, discuss problematic scenarios on an ongoing basis. This includes discussions in our administrative meetings held weekly and our coordinators/supervisor meetings typically held bi-weekly. (See Organizational Chart) The Guidance Center engages in ongoing performance improvements, and performance measurement and management of its programs and outcomes.

The Guidance Center as a Community Mental Health Center undergoes an annual independent fiscal audit. An annual fiscal audit report is submitted, specific to the WATCH program for therapeutic foster care indicating detailed revenue and expenditures and the year-end total of therapeutic foster care day as provided to clients, certified by a Certified Public Accountant in accordance with generally accepted accounting principles, of the program. BKD, currently performs fiscal audits for The Guidance Center.

The WATCH program and all Guidance Center staff use Credible Behavioral Health Software (CredibleBH) as its electronic *medical records* (EMR) system. Credible Behavioral Health Software provides secure, proven, easy-to-use, web-based software for clinic, community, residential, and mobile care providers across the United States. The Credible solution encompasses clinical, scheduling, billing, form management, eRx, eLabs, mobile (connected and

disconnected), reporting and business intelligence capabilities. By making the process of documentation, clinical review, and operational management easier, Credible software enables The Guidance Center professionals the ability to focus on providing high quality clinical care. All clinical documentation is captured, stored and retrievable; which makes information available where and when it is needed. This helps to eliminate missing documentation, reduce costs and improve care. Documentation captured allows The Guidance Center to track patient progress from start to finish with treatment planning tools and quantifiable clinical outcome assessments.

Given the longevity of the WATCH program, The Guidance Center has been able to develop functional and effective relationships with a variety of stakeholders throughout our state to assist us in our mission to serve these children/adolescents. It is the belief of The Guidance Center that we have succeeded in helping the children in the Watch Program move forward in life and develop more adaptive ways of coping with life's stressors. These services have often helped avoid placement in higher levels of care. It takes a village and community of stakeholders and partners in working to meet the vast needs of the youth and families served. (See attached MOUs)

D. MUST HAVE THE ABILITY TO PROVIDE TWENTY-FOUR (24)-HOUR, SEVEN (7) DAYS A WEEK MOBILE CRISIS INTERVENTION IN THE HOME AND COMMUNITY SETTING.

Professional Foster Parents are all required to be certified in CPI (Crisis Prevention Intervention), also in Pressley Ridge Pre Service training they are taught resolving conflicts and understanding and resolving a crisis. They receive a minimum of 24 hours a year of on-going related topics covering trauma, crisis, and how to handle and change behavioral issues.

WATCH staff, which include QBHP's and Licensed Mental Health Therapist's are required to be certified in CPI (Crisis Prevention Intervention) yearly. They also take courses in De-escalation of hostile clients and crisis management. The WATCH staff see the children a minimum of once a week for therapy and once a week by QBHP. The WATCH staff is on-call 24 hours a day and 7 days a week. The WATCH program is also backed up by the WAC&GC on-call crisis unit. This unit is available to our staff and our Professional Parents 24 hours a day and 7 days a week.

The Guidance Center's Crisis Response System:

a. Western Arkansas Counseling and Guidance Center has a crisis intervention team consisting of licensed mental health professionals(graduate level mental health provider), licensed nurse practitioners(graduate level advanced nursing medical prescriber), and qualified behavioral health providers(bachelor degree); under the direction of a physician. The crisis team is staffed to have a licensed mental health professional available 24 hours a day, evenings, weekends, and holidays to assess individuals in the community in a crisis situation. Western Arkansas Counseling and Guidance Center has licensed mental health professionals in all six counties of our catchment area available to provide crisis intervention services. They provide mobile crisis intervention, triage and stabilization services to adults, youth, and children to ensure safety, community resource linkage, hospital diversion (when appropriate) and acute hospitalization (when medically necessary) to individuals in the community regardless of payor source. These interventions are done face-to-face in an appropriate setting to determine risks, needs, and an appropriate plan of action. Mobile personnel work with law enforcement officers, court officials, hospital staff and family members regarding the appropriate referral process appropriate court orders, including voluntary and involuntary commitments when indicated. Personnel providing mobile crisis services are trained in first aid and CPR.

Western Arkansas Counseling and Guidance Center has a long standing relationship with DCFS to include providing crisis stabilization services to DCFS children in foster homes and the local youth shelters. Not only does the crisis intervention team provide mobile stabilization services, we also link DCFS to other licensed mental health professionals for individual therapy and licensed nurse practitioners for medication management. Our relationship with DCFS has allowed us to stabilize these clients in the community, as well as to educate and model

appropriate responses to specific behaviors to help foster parents and other care givers maintain and de-escalate behaviors in the home to prevent hospitalization. Crisis interventions for the DCFS population take place by a licensed mental health professional providing face-to-face assessment utilizing an evidenced-based screening tool called the SAFE-T in the community setting the DCFS client is currently in, whether it be their school, foster home, shelter, etc. The intervention focuses on stabilization within the community and emphasizes hospital diversion, when appropriate. The licensed mental health professional provides DCFS clients and caregivers a safety plan to reference as well as a scheduled follow up appointment to occur face-to-face within 24-48 hours of the initial crisis. It is our passion to meet our clients where they are and to equip them with necessary skills to not only remain, but thrive in the community.

b. Western Arkansas Counseling and Guidance Center has a licensed mental health professional on call evenings, weekends, holidays, and available during business hours to answer crisis calls. Crisis calls are answered promptly and professionally, and are returned within 15 minutes of the initial request. Crisis screenings and interventions are done face-to-face and the SAFE-T screening tool is also administered. These screenings are completed within two hours of the initial request, unless a more appropriate time has been determined and agreed upon by both the client and mental health professional to take place outside of this two hour window. The licensed mental health professional will determine appropriate plan of action to stabilize the client using the least restrictive level of care and promptly and adequately document dates, times, and all interventions implemented during the crisis to be available as necessary for the states review. We take pride in our efficiency and competency in terms of responding to crisis situations as we understand we are the only resource available to address psychiatric or behavioral crises in the communities we serve.

c. Western Arkansas Counseling and Guidance Center's primary focus of crisis stabilization and intervention is to de-escalate, link the individual to appropriate care, and to prevent the deterioration of a client's functioning within the community. We promptly respond to psychiatric and/or behavioral crises in several ways. In the case of adults, Western Arkansas Counseling and Guidance Center partners with the local jails in the counties in our catchment area, Region 5, for crisis intervention services. A licensed mental health professional does on site crisis screenings to individuals at the jail who are suicidal, homicidal, actively psychotic and in need of mental health treatment. Additionally, Western Arkansas Counseling and Guidance Center has a Crisis Stabilization Unit used for jail diversion to address the needs of individuals having a psychiatric or behavioral crisis that law enforcement has been required to make contact with for safety of themselves or others. The Crisis Stabilization Unit also accepts community referrals for individuals in the six counties we serve who are experiencing a psychiatric or behavioral crisis. Prompt intervention ensures that the client's condition will not deteriorate, and that proper treatment will be received to prevent the need for acute hospitalization.

d. The crisis intervention team will implement all policies and procedures for crisis intervention and stabilization to include: having a licensed mental health professional and nurse practitioner

under the direction of a physician, on call for crisis situations 365 days a year, evenings, weekends, and holidays, prompt and professional response to all crisis situations, and administering the SAFE-T screening tool to aid in determining an appropriate plan of action to ensure safety and appropriate treatment recommendations for children, youth, and adults experiencing a behavioral crisis. Western Arkansas Counseling and Guidance Center not only is passionate about assisting those in crisis, but also developing the tools, policies, and procedures to make the crisis intervention process as efficient as possible.

e. In the event of a crisis, the licensed mental health professional will administer the SAFE-T assessment, an evidenced-based screening tool, and the emergency screening form to assist in measuring immediate and potential safety risks associated with the individual in crisis. These screening tools will help identify current risk factors, protective factors, current or past suicidality, risk level and appropriate intervention, as well as adequately documenting assessment of risk, rationale, intervention, and follow-up. It is our goal to provide intervention that allows the client to be safely linked to necessary services and stabilized in the community setting. This can only be done with proper intervention and prompt follow up mental health services, which we strive to provide to all of the clients we have served in crisis. . Western Arkansas Counseling and Guidance Center's mobile crisis response team triage and assess individuals taking into consideration risk factors, family and social supports, and accessibility to community resources, linking them to the least restrictive services. Western Arkansas Counseling and Guidance Center is passionate about serving our clients in the community and provided resources and skills to help them remain in the community. The mobile crisis team always consists of a licensed mental health professional and QBHP. For each county, there is a licensed mental health professional available to assess clients in need in each county of our region. The team triage utilizing an emergency screening and the SAFE-T tool to determine the appropriate level of services as well as the nature and urgency of the level of care required by the clients we serve. For children in DCFS, the client will receive a face-to-face follow up the day after the crisis intervention.

Contact Information for Former Contract Managers/Employers

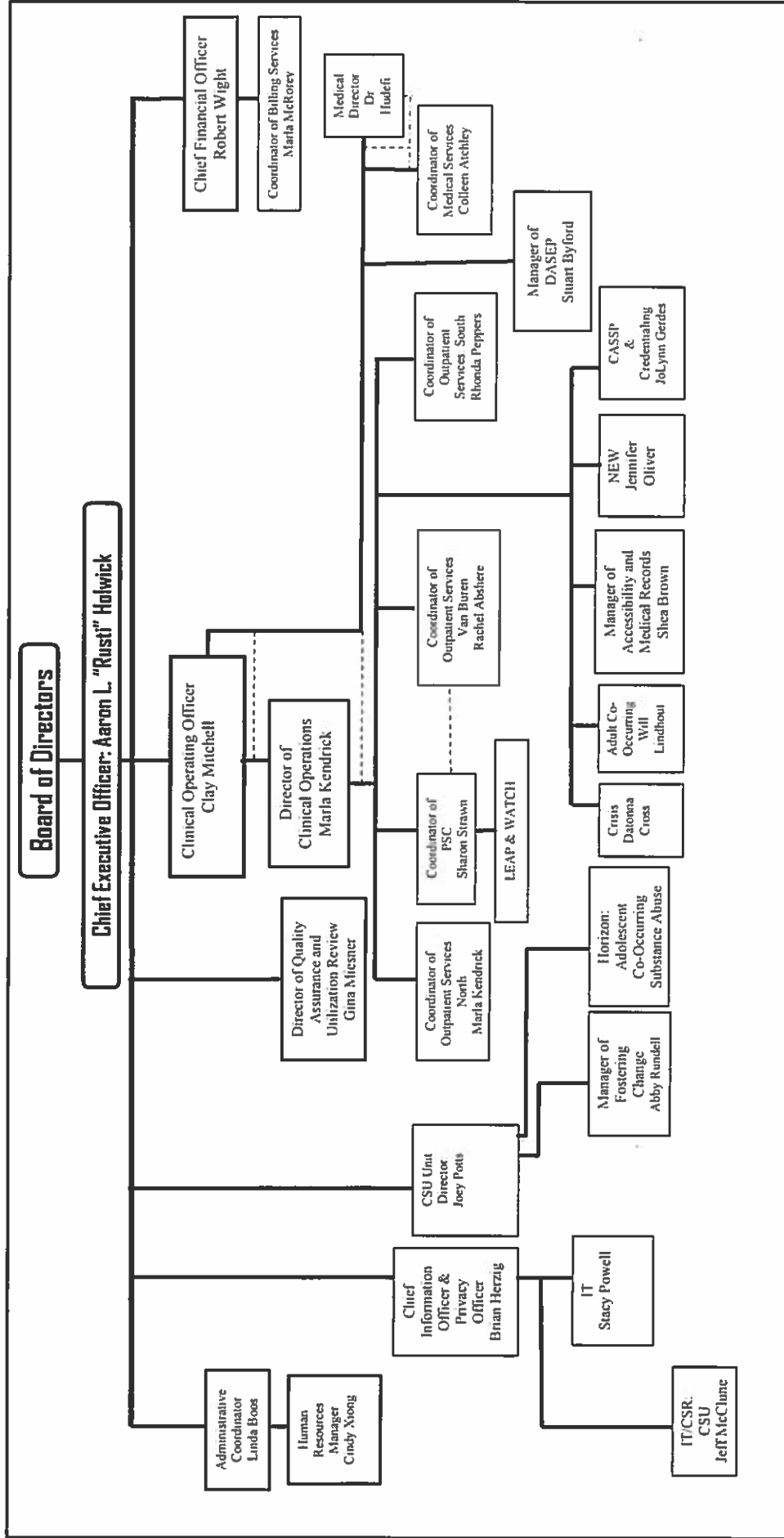
Aaron L. "Rusti" Holwick, Chief Executive Officer
Western Arkansas Counseling and Guidance Center, Inc.
479-452-6650, Extension 1029
3111 South 70th Street, Fort Smith, AR 72903
Rusti.Holwick@wacgc.org

Clayton Mitchell, Clinical Operating Officer
Western Arkansas Counseling and Guidance Center, Inc.
479-452-6650, Extension 1042
3111 South 70th Street, Fort Smith, AR 72903
Clay.Mitchell@wacgc.org

Marla Kendrick, Director of Clinical Operations
Western Arkansas Counseling and Guidance Center, Inc.
479-452-6650, Extension 1012
Marla.Kendrick@wacgc.org

Paula Riggs, Qualified Behavioral Health Provider
Western Arkansas Counseling and Guidance Center, Inc.
479-629-6650
Paula.Riggs@wacgc.org

WESTERN ARKANSAS COUNSELING & GUIDANCE CENTER, INC.
ORGANIZATIONAL CHART





Arkansas Board of Examiners in Counseling
Certifies



Christine Mayumi Clark

Licensed Professional Counselor (LPC)

Specialization: None

License Number: P1810161

Valid 07/01/2017 to 06/30/2018

Theresa L. ... Director

Licenses issued under
Authority of Arkansas Code 17-27-101 et seq
by
Arkansas Board of Examiners in Counseling
101 E. Capitol, Suite 202
Little Rock, AR 72201
Telephone: 501-683-6900
Fax: 501-683-6349
www.abec.org/performances.net



Arkansas Board of Examiners in Counseling
Certifies



Sarah Kay Green

Licensed Professional Counselor (LPC)

Specialization None

License Number: P1312119

Valid 07/01/2017 to 06/30/2019

William H. Green

Director



Arkansas Board of Examiners in Counseling



Certifies

Kathy Sue Patton

Licensed Professional Counselor (LPC)

Specialization: None

License Number: P0602009

Valid 07/01/2017 to 06/30/2019

M. S. ...

Director

**QUALIFIED
BEHAVIORAL HEALTH
PROVIDER
CERTIFICATION**

Be It Known That

Shelby Burchfiel

*Has Completed 40 Hours of Training Curriculum
and Successfully Passed a Written Examination
and Daily Living Skills Test*

Hence, This Behavioral Health Provider is certified by
Western Arkansas Counseling and Guidance Center, Inc.
to Work in an Agency Under Supervision of a Mental Health Professional

Date of Original Certification: November 21st, 2018

Certification Renewed for 2019
(Based on completion of initial 40 hours of QHEP Training in 2018)



MARLA KENDRICK, LPC
DIRECTOR OF CLINICAL OPERATIONS
Western Arkansas Counseling & Guidance Center, Inc.

**QUALIFIED
BEHAVIORAL HEALTH
PROVIDER
CERTIFICATION**

Be It Known That

Rebecca Nance

*Has Completed 40 Hours of Training Curriculum
and Successfully Passed a Written Examination
and Daily Living Skills Test*

Hence, This Behavioral Health Provider is certified by
Western Arkansas Counseling and Guidance Center, Inc.
to Work in an Agency Under Supervision of a Mental Health Professional

Date of Original Certification: January 11th, 2017

Certification Renewed for 2019

(Based on completion of required Continuing Education during 2018)



MARLA KENDRICK, LPC

DIRECTOR OF CLINICAL OPERATIONS

Western Arkansas Counseling & Guidance Center, Inc.

**QUALIFIED
BEHAVIORAL HEALTH
PROVIDER
CERTIFICATION**

Be It Known That


Paula Riggs

*Has Completed 40 Hours of Training Curriculum
and Successfully Passed a Written Examination
and Daily Living Skills Test*

Hence, This Behavioral Health Provider is certified by
Western Arkansas Counseling and Guidance Center, Inc.
to Work in an Agency Under Supervision of a Mental Health Professional

Date of Original Certification: July 9th, 1989

Certification Renewed for 2019
(Based on completion of required Continuing Education during 2018)


MARLA KENDRICK, LPC
DIRECTOR OF CLINICAL OPERATIONS
Western Arkansas Counseling & Guidance Center, Inc.

**QUALIFIED
BEHAVIORAL HEALTH
PROVIDER
CERTIFICATION**

Be It Known That

Abby Rundell

*Has Completed 40 Hours of Training Curriculum
and Successfully Passed a Written Examination
and Daily Living Skills Test*

Hence, This Behavioral Health Provider is certified by
Western Arkansas Counseling and Guidance Center, Inc.
to Work in an Agency Under Supervision of a Mental Health Professional

Date of Original Certification: October 25th, 2016

Certification Renewed for 2019

(Based on completion of required Continuing Education during 2018)

Marla Kendrick, LPC

MARLA KENDRICK, LPC

DIRECTOR OF CLINICAL OPERATIONS

Western Arkansas Counseling & Guidance Center, Inc.

**QUALIFIED
BEHAVIORAL HEALTH
PROVIDER
CERTIFICATION**

Be It Known That

Shavon Willis

*Has Completed 40 Hours of Training Curriculum
and Successfully Passed a Written Examination
and Daily Living Skills Test*

Hence, This Behavioral Health Provider is certified by
Western Arkansas Counseling and Guidance Center, Inc.
to Work in an Agency Under Supervision of a Mental Health Professional

Date of Original Certification: June 1st, 2016

Certification Renewed for 2019

(Based on completion of required Continuing Education during 2018)

Marla Kendrick, LPC

MARLA KENDRICK, LPC

DIRECTOR OF CLINICAL OPERATIONS

Western Arkansas Counseling & Guidance Center, Inc.



Comprehensive Juvenile Services, Inc.

1606 SOUTH "J" STREET • FORT SMITH, ARKANSAS 72901 • PHONE 479-785-4031 • FAX 479-785-5354

Sebastian County
1606 South "J" Street
Fort Smith, AR

Crawford County
11 N. 3rd, Suites C & D
P.O. Box 1307
Van Buren, AR 72957

Logan County
Logan County Courthouse
23 West Walnut, Room 34
Paris, AR 72855

Logan-Scott Counties
Community Service
P.O. Box 922
Booneville, AR 72927

Polk-Montgomery
Counties
606 Pine Street
Mena, AR 71953

Polk-Montgomery
Community Service
606 Pine, Room 110
FolkMena, AR 72855

Scott County
Scott County Courthouse
190 West 1st Street, Box 8
Waldron, AR 72958

Western Arkansas
Youth Shelter
P.O. Box 48
Cecil, AR 72930

March 7, 2019

State of Arkansas
Department of Human Services
700 South Main Street
Little Rock, AR 72203

Please accept this letter of support for the Western Arkansas Counseling and Guidance Center's application as a Community Mental Health Center (CMHC) to serve the six-county area of Crawford, Franklin, Logan, Polk, Sebastian and Scott Counties in Western Arkansas.

As a non-profit youth service agency providing community based youth services to delinquent and at-risk youth, Comprehensive Juvenile Services (CJS) has a long history of a very positive relationship with The Guidance Center. Since 1977, CJS has been fortunate to have access to the services of The Guidance Center for those youth whose problems necessitate referral for professional treatment or crisis screening.

The counties served by CJS are essentially the same as the counties served by The Guidance Center, many of which are rural counties. The Guidance Center's services are especially invaluable in those rural counties where community resources are scarce. It would be difficult for CJS to adequately serve the youth and families of western Arkansas without calling upon the services offered by The Guidance Center. The primary goal of CJS, as well as The Guidance Center, is to serve youth and their families within the community in the least restrictive setting, and the collaborative efforts of the CJS staff and the Guidance Center help to make that possible. I wholeheartedly support The Guidance Center's application as a Community Mental Health Center.

Please feel free to contact me if there is a need for further information.

Sincerely,



Janice K. Justice
Executive Director
justice@ipa.net



Listening to young voices...
Working to keep families safe

March 13, 2019

To Whom It May Concern:

Re: Western Arkansas Counseling and Guidance Center (WACGC)

This is a letter of support for the above-mentioned mental health center. For the past ten years, they have provided mental health services to our children and families. Our organization provides forensic services to child victims of abuse and their non-offending families. Due to their histories, our children require more intense treatment, WACGC has many therapists who have received training and certification to provide trauma informed care for our children.

Western Arkansas Counseling and Guidance Center is committed to serving our community's needs. They are the only Crisis Stabilization Center in the state. That is an example of their commitment to serve our community and the underserved population.

I strongly support Western Arkansas Counseling and Guidance Center in their endeavor to provide mental health services to our community.


Jackie Stewart Hamilton
Director

Hamilton House is a 501©3 organization



~ Mercy Medical Tower~
22713 South 74th Street, Suite 103 • Fort Smith, AR 72903
P. 479.783.1002 F. 479.478.0101 • www.hhsafetycenter.org





March 3, 2019

To Whom It May Concern:

This letter is to offer full support of Western Arkansas Counseling and Guidance Center as the Community Mental Health Center in the Western Region of Arkansas.

The Guidance Center plays a very significant role in the mental health needs of our community, providing multiple services and levels of care that are easily accessible to families.

The Guidance Center has been a great resource to Baptist Health-Fort Smith's Behavioral Health Unit, Emergency Department and Case Management Services. We not only rely on the center as one of the premier agencies to provide subsequent mental health treatment following inpatient hospitalization, but we also refer to the center for preventative interventions before hospitalization is necessary. In the past year, the center has become an excellent means of Crisis Services in efforts to reduce unnecessary emergency room visits to area hospitals.

The Guidance Center has continued to be an agency with an impeccable reputation for professionalism, clinical expertise and customer service. As a mental health provider in Fort Smith, we interact with the center and its employees on a regular basis, and have no concern about the care and treatment provided.

Undoubtedly, without the services and initiatives provided by the center, the mental health management of our community would decline substantially. It is my hope that the center will continue to expand its services and programs and continue to support the well-being of Western Arkansas.

Respectfully,

Crystal Lougin MS, LPC
Director of Behavioral Health
Baptist Health-Fort Smith
1001 Towson Avenue Fort Smith, AR 72901
479-441-4718 (o) 479-461-7767 (c)
Crystal.lougin@baptist-health.org



Mercy Clinic
Administration
2901 S. 74th St.
Fort Smith, AR 72903
mercy.net

March 11, 2019

To: Whom it May Concern

From: R. Cole Goodman, MD, FACS

Subject: Western Arkansas Counseling and Guidance Center

The Western Arkansas Counseling and Guidance Center has responded to the County contract for services by hiring personnel and operating the Crisis Stabilization Unit in a successful fashion with 12 months of actual experience through the end of February 2019.

Western Arkansas Counseling and Guidance Center provides CSU mental health diversion services to the Sebastian County Mental Health Catchment Area including Sebastian, Crawford, Franklin, Logan, Polk and Scott Counties. Law enforcement agencies in each of these Counties have embraced crisis intervention training and are participating in referring individuals from their communities to the CSU for short term treatment. These efforts are making positive impacts on the local communities as well as the operation of the respective County Jails in diverting individuals that are not dangerous and not violent from being booked into County Jails or diversion from being treated in hospital emergency rooms to treatment at the Crisis Stabilization Unit.

Mercy Clinic and Hospital enjoy a close working relationship to WACGC much like the law enforcement services of our region. We support CSU and the advanced care they help provide. It has been said that the largest mental health facility in our region is the Sebastian county jail. Mercy Hospital is second. Neither entity has personnel trained to take care of the peoples. The CSU at WACGC is an absolute necessity to the mental health of our region.

Sincerely,

R. Cole Goodman, M.D., FACS
President, Mercy Clinic Fort Smith Communities



Charleston School District

P.O. Box 188
Charleston, AR 72933
Phone (479) 965-7160
Fax (479) 965-9989

Superintendent
Jeff Stubblefield

Elementary Principal
Bruce Womack

Middle School Principal
Melissa Moore

High School Principal
Shana Storey

Curriculum Specialist /
Federal Coordinator
Susan Brown

Board President
Brian Verkamp

Vice - President
Jeff Hayes

Board Secretary
Disbursing Officer
Michele Schmitz

Board Member
Chad Keener

Board Member
Lacey Parker

To Whom It May Concern:

In 2005, the Charleston School District's administration collaborated with the Guidance Center to establish a School Based Mental Health program to provide mental health services to children, regardless of their families ability to pay. Our collective goal was based on the belief that children and adolescents need high quality, accessible, culturally competent, comprehensive mental health care, and the school setting is a sensible and appropriate place to deliver this care.

Charleston's School Based Mental Health program has continued to grow since its inception thanks in large part to the professional and exceptional service provided by Western Arkansas Counseling and Guidance Center. Furthermore, I have personally observed students' progress as a result of the work its organization has provided. They work diligently to provide the additional help children need to learn coping skills, appropriate classroom behavior, social skills, stress management, and to cope with anxiety or depression.

I have also personally observed Western Arkansas Counseling and Guidance Center's counselors' commitment to early intervention and to reaching young students so they can develop required competencies for current and future emotional and academic success. WACGC also provides Qualified Behavioral Health Professionals (QBHP's) daily in the school, as well as a physician once a week. Their work has a significant, positive impact on children and their families. Without early intervention, I would anticipate a sharp decline in certain students' academic progress, mental and emotional stability.

It's also extremely important to recognize that Western Arkansas Counseling and Guidance Center does not refuse service to Charleston students based on their inability to pay. They don't turn any students away and will help in any and all situations, such as, crisis, de-escalation, continuing education for staff and conferences concerning student behavior or emotional well being.

Therefore, I recommend Western Arkansas Counseling and Guidance Center as a Community Mental Health Center without hesitation. Please feel free to contact me if I can provide additional information regarding their outstanding services.

With kind regards,

Jeff Stubblefield,
Superintendent



Magazine Public Schools

485 East Priddy Street

Magazine, AR 72943

Phone 866-900-2001

Fax 479-969-8740

Brett Bunch

Superintendent

Magazine Elementary
Karen Gipson, Principal
866-900-2001

Magazine High School
Randy Bryan, Principal
866-900-2001

March 8, 2019

To Whom It May Concern,

I am writing this letter of support for the state renewal application of Western Arkansas Counseling and Guidance Center (WACGC). As superintendent, the successful continued collaboration between the Magazine School District and WACGC is critical to our school and our community and will receive the district's full support. WACGC is a trusted and dependable partner for our district and the services they provide for our students with mental health issues is priceless. They provide services daily to all students with mental health needs regardless of their ability to pay. The care and attention provided for our most vulnerable students is paramount for the growth and success of not only our school but for the community and most importantly the students themselves

The social and emotional needs of students continues to grow in our school, state, and nation, while being able to partner with quality providers such as WACGC is becoming more and more difficult. They are well respected and trusted by our staff, students, parents, and community. Their willingness to go the extra mile to meet the needs of these young people is a testament to the quality and professionalism they bring to our district and community. The continued partnership between our school district and WACGC is vital to the growth and success of our student population. Without WACGC, mental health services for our students and community would be a challenge to access. We continue to experience a rise in attendance, seat time, and academic success because of their efforts.

I want to reiterate that Magazine School District fully supports Western Arkansas Counseling and Guidance Center and will continue to provide the support to improve all services provided by them for the well-being of our students and community.

Respectfully,

Brett Bunch Ed.S.
Superintendent - Magazine School District
brett.bunch@magazinek12.com
Mobile: 479-849-5803

Mulberry/Pleasant View Bi-County School District

"Together...Developing Leaders One Student at a Time - Every Time!"

424 Alma Ave | Mulberry, AR 72947



March 6, 2019

To Whom It May Concern:

Please accept this letter as a reference from our school district concerning the outstanding services we receive from Western Arkansas Counseling and Guidance Center. We have received services from these top professionals for the last two school years.

The collaboration between the agency and our school district has been very successful. They are able to provide services daily in our school district for all students with mental health needs, regardless of payment.

The benefits we have found most helpful include the following specific examples. We find they are consistent with our children and staff day in and day out. The rapport individual counselors have developed with our students, staff and parents gives our district great credibility in the community. The services provided are seamless and there is never a lapse of service, even if a substitute counselor has to be sent in cases such as maternity leave or illness. The assigned counselors are excellent with time management. They are friendly and professional, but they come to do a job and they get the job done.

In short, I have been very impressed with Western Arkansas Guidance and Counseling Center. I feel very fortunate, as the Superintendent, to know with complete confidence, that the needs of our kids are being met.

Sincerely,

A handwritten signature in blue ink that reads "Lonnie Myers".

Lonnie Myers, Ed.D.

Lonnie Myers, Ed.D. | Superintendent | 479-997-1715 | Fax: 479-997-1897

Dennis Fisher, Principal | Pleasant View Campus | 479-997-8469

Toni Hopkins, Principal | Marvin Primary | 479-997-1495

Brad Williams, Principal | Mulberry High School | 479-997-1701



Ouachita River School District

Jerrall Strasner, Superintendent
Kathy Medford, Instructional Facilitator

143 Polk Road 96
Mena, AR 71953
Phone: 479-394-2348
Fax: 479-394-6687

P. O. Box 50
Oden, AR 71961
Phone: 870-326-4311
Fax: 870-326-5552

To Whom It May Concern:

I am writing in support of Western Arkansas Counseling and Guidance Center. The Guidance Center collaborates with our district to ensure our students receive mental health services. Our students directly benefit from these services by being able to receive counseling while at school. Many of our families would not have the resources to obtain counseling services if not provided to the students at school, nor would they have transportation to counseling appointments if scheduled outside of school hours. The Guidance Center also provides community support through mental health awareness. The services provided by Western Arkansas Counseling and Guidance Center significantly impacts our families and students.

Sincerely,

Rhonda Willborg
Student Services Coordinator
Ouachita River School District
rwillborg@orsd.k12.ar.us



MENA PUBLIC SCHOOLS

501 Hickory • Mena, Ar 71953
479-394-1710 • fax 479-394-1713

March 6, 2019

To Whom It May Concern,

We support the Western Arkansas Counseling and Guidance Center in their application process for renewal of a state contract. Our partnership with them helps us to be able to better meet the needs of our students and our community. There is an increase in need for social, mental, and emotional care and support for our students. A child must first have basic needs met before learning can take place. Our collaboration ensures that we are able to offer the vital services required to meet our vision for the Mena School District, "Engage, Inspire, Prepare".

Thank you,

A handwritten signature in black ink that reads "Paulette Sherrer".

Paulette Sherrer
Mena School District

WESTERN ARKANSAS COUNSELING & GUIDANCE CENTER

Business Associate Agreement

I. Definitions:

A. **Business Associate.** "Business Associate" shall mean Acorn Public Schools as a part of Ouachita River District School Based Mental Health.

B. **Covered Entity.** "Covered Entity" shall mean the Western Arkansas Counseling & Guidance Center (WAC&GC).

C. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

D. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

E. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

F. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

G. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

II. Obligations and Activities of Business Associate

A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

C. Business Associate agrees to indemnify and hold the Western Arkansas Counseling & Guidance Center harmless, for any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

D. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

E. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

F. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner acceptable to WAC&GC, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR 164.524.

G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner acceptable to WAC&GC.

H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner acceptable to WAC&GC or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

J. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner acceptable to WAC&GC, information collected in accordance with Section (I) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity as set out in the WAC&GC Notice of Privacy Practices incorporated herein by reference.

2. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract between the Business Associate and the WAC&GC, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

B. Specific Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j)(1).

IV. Obligations of Covered Entity

A. Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Permissible Requests by Covered Entity

4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Term and Termination

A. Term. This Agreement shall be effective June 9, 2011 and shall

terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the contract Agreement between the Business Associate and WAC&GC, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2. Immediately terminate this Agreement and the contract between the WAC&GC and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Department of Health and Human Services' Office of Civil Rights in accordance with 45 CFR 164.504 (e)(1).

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notice to the Director of the WAC&GC that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VI. Miscellaneous

A. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

C. Notices. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., UPS), or via registered mail or certified mail, postage pre-paid and return receipt requested, to the following:

Covered Entity: ATTN: Jim West, CEO
 Western Arkansas Counseling & Guidance Center
 3111 South 70th Street
 Fort Smith, AR 72903

Business Associate: Acorn Public Schools
 ATTN: Superintendent
 143 Polk 96
 Mena, AR 71953

D. **Survival.** The respective rights and obligations of Business Associate under "Effect of Termination" of this Agreement shall survive the termination of this Agreement.

E. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F. **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person or entity.

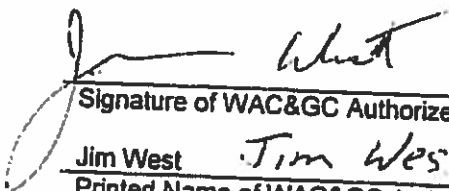
G. **Limitation of Liability.** Except for fraud and intentional misrepresentations, Covered Entity and Business Associate shall not be liable for any special, consequential, punitive, exemplary, incidental or indirect damages, costs, charges or claims.

H. **Applicable Law.** This Agreement will be governed by the laws of the State of Arkansas. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

INTENDING TO BE LEGALLY BOUND, Covered Entity and Business Associate hereto have duly executed this Agreement as of the Effective Date.

Signature of Business Associate Authorized Representative Date

Printed Name of Business Associate Authorized Representative Title



Signature of WAC&GC Authorized Representative Date
7-29-11
Jim West *Jim West*

Printed Name of WAC&GC Authorized Representative CEO Title

ARKANSAS CHILDREN'S HOSPITAL
And
Western Arkansas Counseling and Guidance Center, Inc.

AGREEMENT

THIS AGREEMENT, by and between Arkansas Children's Hospital ("ACH" or "Contractor") and Western Arkansas Counseling and Guidance Center, Inc. ("Subcontractor"), shall be effective July 1, 2018.

RECITALS

WHEREAS, ACH is a non-profit pediatric healthcare facility in Little Rock, Arkansas; and

WHEREAS, the Arkansas Division of Human Services ("DHS") Division of Children and Family Services ("DCFS") has been awarded funds from ARKids B SCHIP - CFDA 93.767; and

WHEREAS, DHS/DCFS has entered into a sole source contract with ACH to deliver SafeCare evidenced-based home visiting services, on a statewide basis, that will provide a much needed service to Arkansas' most at risk families; and

WHEREAS, ACH requires the services of various entities in order to fulfill the terms of its sole source contract with DHS/DCFS; and

WHEREAS, Subcontractor desires to work with ACH to bring this much needed service to Arkansas families;

THEREFORE, for good and valuable consideration, the mutual receipt of which is hereby acknowledged, it is understood and agreed by and between the parties as follows:

AGREEMENT

- I. Under the terms of the sole source contract with DHS/DCFS, ACH will provide the following services:
 - A. Program planning and management of the SafeCare Arkansas home visiting model;
 - B. Work with DHS/DCFS to increase the number of Arkansas families receiving SafeCare Arkansas evidence-based home visiting services;
 - C. Strengthen home visiting knowledge through shared data collection and other factors as identified by the Health and Well-Being Program for Maltreated Children plan;

- D. Provide critical supplemental training and professional development through the Arkansas Home Visiting Network Training Institute; and
 - E. Coordinate a process evaluation of program processes, activities, and data.
- II. In exchange for funding by ACH under this Agreement, Subcontractor shall provide the deliverables delineated in Exhibit "A", attached hereto, for DHS Region 2 in the counties of Scott, Yell, Sebastian, Logan, Crawford, Franklin, and Johnson.
 - III. In exchange for funding by ACH under this Agreement, Subcontractor shall follow the Financial Guidelines as delineated in Exhibit "B" attached hereto.
 - IV. The itemized budget applicable to Subcontractor's participation in this project, as agreed by the parties, is attached hereto as Exhibit "C".
 - V. In furtherance of this Agreement and in recognition that a federal grant provides funds for this Agreement, Subcontractor agrees to the General Terms and Conditions attached hereto as Exhibit "D". Further, Subcontractor agrees to complete a required Arkansas Contract and Grant Disclosure and Certification Form, a copy of which will be transmitted to DHS/DCFS.
- VI. Term and Termination:
 - A. This Agreement shall be effective on July 1, 2018, and shall remain in full force and effect until June 30, 2019, unless terminated earlier as provided herein. This Agreement may be extended beyond June 30, 2019, by written mutual agreement of the parties, depending on the availability of funds awarded to DHS/DCFS and the continuation of the sole source contract between DHS/DCFS and ACH.
 - B. Either party, at any time during the term of this Agreement, may terminate this Agreement with or without cause upon giving the other party thirty (30) days written notice.
 - VII. Governing Law: This Agreement shall be governed by the laws of the State of Arkansas.
 - VIII. Notices: Any notice or document required or permitted to be given hereunder shall be in writing and shall be delivered in person or shall be deemed to be delivered three days after it is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or shall be delivered via email. Notice shall also be deemed to have been delivered one day after it is deposited, prepaid, with any overnight express mail service.

To ACH: Robert W. Steele, MD, MBA, SVP
Arkansas Children's Hospital
1 Children's Way, Mail Slot 301
Little Rock, AR 72202
SteeleRW@archildrens.org

To Subcontractor: Aaron L. "Rusti" Holwick, CEO/Chief Executive Officer
Western Arkansas Counseling and Guidance Center, Inc.
3111 South 70th Street
Fort Smith, Arkansas 79013

IX. Agency Coordination: Subcontractor's representative responsible for coordinating the work under this Agreement will be:

TBD

X. Availability of Funds: The parties recognize this Agreement is dependent on the availability of funds from ARKids B SCHIP - CFDA 93.767 to DHS/DCFS. In the event those funds cease or become unavailable, this Agreement shall be terminated on the last day for which funds were appropriated or monies made available for such purposes.

FOR ARKANSAS CHILDREN'S HOSPITAL:

DocuSigned by:



Marcella L. Doderer, FACHE
President and Chief Executive Officer

Date: 9/10/2018 8:57:41 AM PDT

FOR WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER, INC.:



Aaron L. "Rusti" Holwick, CEO

Date: 9-18-18

School Based Mental Health Contract

OVERVIEW:

District recognizes the need for education, early intervention and prevention services in regards to student mental/emotional health issues. As such, the District wishes to contract for services to be provided during normal hours of operation to the District. Western Arkansas Guidance and Counseling, hereinafter referred to as "Contractor" is an entity or individually desiring to contract to provide such services. In the context of this agreement, "Contractor" shall mean either Contractor or Contractor's employee or agent or both as is appropriate in the context.

The following is an agreement by and between Western Arkansas counseling and the District in regards to services to be provided to the District. This agreement will become effective when signed by involved parties. The agreement is entered into by and between District and Contractor and is as follows:

RESPONSIBILITIES OF CONTRACTOR:

Contractor will adhere to all aspects of the SBMH application packet.

Services rendered may include group, individual, and/or family sessions. Family interventions may include a variety of services such as home visits, parent training, and crisis interventions. Contractor shall recommend services for students and their families which shall be monitored and approved by appropriate District personnel. The referral and monitoring of individual student services shall be at the discretion of the school based mental health coordinator or designee.

Contractor shall provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers to allow for continuity of care.

Contractor shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, Contractor will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required. District shall not be responsible for payment of any hospitalization expense other than the required educational obligation, and Contractor's recommendation shall not be construed to authorize the same.

Contractor shall provide therapy during normal hours of operation of the District. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days or times, must be mutually agreed upon by both parties in writing. Both parties agree that there will occasional instances of scheduling changes to accommodate normal occurrences (vacation leave, sick leave, continuing education, etc.) which shall not require a written agreement but shall require verbal agreement and reasonable

notice for such temporary schedule changes. District will provide Contractor with student's schedules, so as to allow the best available time for services to be rendered.

Contractor shall attend meetings with the necessary school administrator and grade level team meetings.

With appropriate parental consent and student consent when required (students age 18 years of age or older), Contractor will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by Contractor per business associates agreement.

All school based intervention/services provided by Contractor will be initiated upon referral from District staff via school administrators and counselors. Each student referred for services may be assessed and if determined to not be an appropriate referral, the therapist will staff the case with school counselors/administrators and make appropriate referrals as needed.

Contractors will make available medication management on campus or within the community.

Therapists are mandated reporters by law and as such will report all suspected forms of child maltreatment. Whenever a report is made, the therapist will verbally notify the appropriate school counselor who will notify the needed parties.

Contractor will offer periodic in-service education to the District Faculty, Parent Teacher organizations, School Board and student organizations. The time involved in providing the in-service agreement will not be deducted from the time allotted for mental health services listed in this agreement. The District and therapist must approve in-service topics.

Contractor and its employees and agents shall meet the standards of District for fitness and suitability for work as therapists and/or case managers. The District shall have the right to refuse to permit any therapist or case manager to work in District if District determines same is not in the best interest of District or its students or families.

Contractor and its employees and agents shall identify themselves during their work at District with identification badges which include Contractor and employee name.

Contractor shall be required to sign in and out on designated form.

RESPONSIBILITIES OF DISTRICT:

The District will provide office space, locked file cabinet, and access to basic office equipment (computer, fax machine, copy machine, etc.) for the therapist.

The District will make space available for counseling sessions that provide reasonable confidentiality to the District students/group members.

The District will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable District Policies regarding access and codes of conduct.

GENERAL PROVISIONS:

The agreement shall initiate at the date of signing and terminate May 31, 2019. However, District may terminate this agreement within 30 days' notice to the Contractor if District determines breach of contract or that District can no longer commit within its educational mission and resources. Contractor may terminate this agreement within 30 days' notice to the District in writing if Contractor can no longer commit to this agreement.

The Contractor shall not bill clients/families for any services provided through the school based mental health program.

Services will not be terminated due to nonpayment, lack of PCP referral, and/or transportation without first attempting to assist the family manage services and resources necessary to meet required components necessary for school based mental health services.

Contractor agrees to provide school-based mental health services up to 30% non-billable 70% billable non paying vs. paying clients. District and Contractor will negotiate a lump sum reimbursement plan for non-billable services over and above the 30% non-billable.

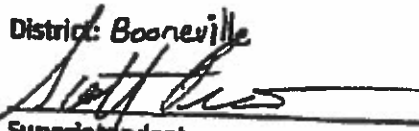
The terms of this agreement shall not be amended or modified except by prior written consent of District. This document is the entire agreement of the parties and shall be binding upon the organization and its members, trustees, shareholders, partners, employer, agents, successor, and assigns.

SIGNATURES:

Contractor:


Western Arkansas Counseling and Guidance Center, Inc.

3/8/18
Date

District: Booneville

Superintendent

3/9/18
Date

**APPENDIX D:
PARTNER PROFILE**

(Complete a partner profile form for each partner offering services to or through the health center)

Organization Name: The Guidance Center (WACGC)

Type of Organization: Private Non-Profit Other

Designated Agency Contact: Aaron L. Holwick "Rusti"

Email address: rusti.holwick@wacgc.org

Address PO BOX 11818

City: Fort Smith Zip Code: AR County: Sebastian

Phone Number: 479-452-6650 Fax Number: 479-785-9495

Does the partner plan to bill third-party reimbursement for services provided in the SBHC?

YES NO

Brief description of services provided by partner; include types of services provided and days/hours of service.

Mental health awareness and outreach; Behavioral health including assessment, treatment and referral and crisis intervention, individual group and family therapy, case management referral and follow up as needed.


Signature of Partnering Agency CFO

 3/8/19
Date

DUPLICATE AS NEEDED

(Submit this form with the proposal and throughout the year as partnerships are established.

Submit forms, for partnerships formed after the submission of the proposal, by email to Brittany.Rogers@arkansas.gov)


**The
Guidance Center**
Over 40 years of Quality Behavioral Healthcare

March 06, 2019

Trent Goff
Booneville School District
381 West 7th Street
Booneville, AR 72927

Dear Mr. Goff

Ms. Jyme Beth Diffee, Principal Booneville Elementary, has asked that I provide a letter of commitment for the School-Based Health Center proposal that is being submitted to the Arkansas Department of Education by Booneville School District.

The Western Arkansas Counseling and Guidance Center, Inc. (WACGC) will continue to provide the contractual services of Cara Hicks, LPC and Schanta Davis, LAC in your district, and Qualified Behavioral Health Providers for this initiative. The relationship between WACGC and the district is considered to be excellent. Ample in-district space is provided for services and a summer program is in place for the elementary.

Besides providing staff to the district, other services provided are screening for depression, behavioral health care including assessment, treatment, and referral and crisis intervention, individual, group, and family therapy, paraprofessional services, and medication management. It is imperative that there also be mental health awareness and outreach, which includes suicide prevention.

It is my hope that Booneville School District will be fully funded so that families in the rural South Logan County will have mental health needs better met. If I can answer any questions or concerns that might arise, please do not hesitate to contact me.

Sincerely,



Aaron L. "Rusti" Holwick, LPE-I, LADAC, AADC
Chief Executive Officer
Western Arkansas Counseling and Guidance Center

3111 South 70th Street
P.O. Box 11818
Fort Smith, Arkansas 72917

Ph 479-452-6650
Fax 479-452-5847
www.wacgc.org

**Cedarville Wellness Center
9500 Pirates Point
Cedarville, AR 72932
Phone: 479-474-7220**

- Western Arkansas Counseling and Guidance Center will provide both therapy and case management services as needed and agreed upon by Western Arkansas Counseling and Guidance Center and Cedarville Wellness Center. Services will be provided during normal hours of operation of the Cedarville Wellness Center. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days and times, must be mutually agreed upon by both parties in writing. Both parties agree that there will be occasional instances of scheduling changes to accommodate normal occurrences (e.g. vacation leave, sick leave, continuing education, et cetera), which shall not require a written agreement but shall require verbal agreement and reasonable notice for such temporary schedule changes.
- Western Arkansas Counseling and Guidance Center will agree to sign a HIPPA business associate agreement with Cedarville Wellness Center. Western Arkansas Counseling and Guidance Center will provide statistics, demographic data, quality improvement data, survey results, et cetera to the Cedarville Wellness Center or designee in the form of quarterly written reports with a yearly written summary report. In addition, there will be meetings as needed between Western Arkansas Counseling and Guidance Center, school personnel, and/or the Cedarville Wellness Center staff. The meetings will occur at dates and times to be agreed upon by involved parties. All communication, written or verbal, shall comply with all applicable state and federal laws regarding confidentiality.
- With appropriate parental consent and student consent when required (i.e. students age 18 years of age or older), Western Arkansas Counseling and Guidance Center will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by Western Arkansas Counseling and Guidance Center and the Cedarville Wellness Center.
- Therapists are mandated reporters by law and as such will report all suspected forms of child maltreatment.
- Western Arkansas Counseling and Guidance Center will offer periodic in-service education for the Cedarville Public Schools as part of the Cedarville School District Faculty, Parent Teacher Organizations, School Board, and student organizations. The time involved in providing the in-service education will not be deducted from the service time listed in this agreement. The Cedarville Public Schools as part of the Cedarville Wellness Center Staff must approve in-service topics.
- Western Arkansas Counseling and Guidance Center and its employees shall meet the standards of the Cedarville Public Schools as part of the Cedarville School District for fitness and suitability for work as therapists and/or case managers within the District. The District shall have the right to refuse to permit any therapist or case manager to work in District if District determines same is not in the best interest of District or its students or families.

**Cedarville Wellness Center
9500 Pirates Point
Cedarville, AR 72932
Phone: 479-474-7220**

- Western Arkansas Counseling and Guidance Center employees shall identify themselves during their work at the Cedarville Wellness Center as part of the Cedarville Wellness Center with identification badges that include Contractor and employee name.
- Western Arkansas Counseling and Guidance Center employees shall be required to sign-in and out on a designated form.

CONTRACTUAL RESPONSIBILITIES OF CEDARVILLE WELLNESS CENTER:

- Cedarville Wellness Center will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable Cedarville Wellness Center as part of the Cedarville Public Schools' District Policies regarding access and codes of conduct.
- Cedarville Wellness Center staff will provide support and act as a liaison between the Cedarville Public Schools District and Western Arkansas Counseling and Guidance Center.
- The Cedarville Wellness Center will monitor through current and topical evidence-based research focused on Arkansas school-based mental health data. Modifications to the program will be made as necessary throughout the service contract period. The Cedarville Wellness Center will approve and/or modify all changes to the program as recommended by the school district and/or the service provider.
- The Cedarville Wellness Center will research, develop, and implement specialized training targeting Arkansas school-based mental health service delivery issues and practices.

GENERAL PROVISIONS:

- This agreement shall be in full effect from the time of signing with services to commence at the beginning of the Cedarville Public School District as part of the 2018-2019 academic year and to terminate at the end of the Cedarville Public School District 2018-2019 academic year.
- The Cedarville Wellness Center may terminate this agreement with 30 day notice to Western Arkansas Counseling and Guidance Center in writing, if the Cedarville Wellness Center determines breach of contract or if the District can no longer commit within its educational mission and resources. If Western Arkansas Counseling and Guidance Center can no longer commit to this agreement, the agency may terminate this agreement with 30 day notice to the Cedarville Wellness Center in writing.

**Cedarville Wellness Center
9500 Pirates Point
Cedarville, AR 72932
Phone: 479-474-7220**

**School Based Mental Health Contract
Cedarville Wellness Center**

OVERVIEW:

The Cedarville Wellness Center recognizes the need for education, early intervention, and prevention services in regards to student mental/emotional health issues. As such, the Cedarville Wellness Center wishes to contract for such services to be provided during normal hours of operation. Western Arkansas Counseling and Guidance Center is an entity desiring to contract to provide such services.

The following is an agreement by and between Western Arkansas Counseling and Guidance Center and the Cedarville Wellness Center in regards to services to be provided to the District. This agreement will be effective for the 2018-2019 school year.

CONTRACTUAL RESPONSIBILITIES OF Western Arkansas Counseling and Guidance Center:

- Western Arkansas Counseling and Guidance Center will provide appropriate current documentation of licensures for therapists that will be providing services. Documentation to be submitted to the Wellness Center will include, at a minimum, current state license (showing expiration date), board certifications (if applicable), copy of current driver's license, current professional liability face sheet (if applicable), and a completed practitioner profile.
- Western Arkansas Counseling and Guidance Center will provide services of individual, group, and/or family interventions at the discretion of the therapist, with core topics to be determined by student needs, staff availability, and therapist's expertise/knowledge.
- Western Arkansas Counseling and Guidance Center will provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers.
- Western Arkansas Counseling and Guidance Center will assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, Western Arkansas Counseling and Guidance Center will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required.

**Cedarville Wellness Center
9500 Pirates Point
Cedarville, AR 72932
Phone: 479-474-7220**

- Any additional modifications to this contract must be mutually agreed upon and shall be made in writing.
- After monitoring of program, if involved parties agree upon success of the program, Western Arkansas Counseling and Guidance Center will again be given the opportunity to provide services.
- Western Arkansas Counseling and Guidance Center agrees to waive all cost of service for the family. Medicaid and insurance billing is permitted.
- Western Arkansas Counseling and Guidance Center agrees to follow the 70% Direct Service/ 30% In-Direct Services to the best of their abilities.

SIGNATURES:

For Western Arkansas Counseling and Guidance Center:



Rusti Holwick, Chief Executive Officer

8-10-18
Date

For Cedarville Wellness Center:

Kerry Schneider, Superintendent of Cedarville Schools

Date

Jessica Hightower, Wellness Center Coordinator

Date



The
Guidance Center

3111 South 70th Street • PO Box 11818 • Fort Smith, AR 72917-1818
Phone: (479) 452-6650 • Fax: (479) 785-9495
www.wacgc.org

Mental Health Services Agreement

This memorandum of agreement is between the Center for Child Development and Family Education in Alma, LLC, aka Center for Child Development, and Western Arkansas Counseling & Guidance Center, Inc., aka The Guidance Center.

The purpose of this agreement is to ensure that the children, families and staff of the Center for Child Development receive behavioral health education, consultation, and/or treatment services using Arkansas Medicaid Performance Standards as a guide.

The Center for Child Development is a unique childcare facility that provides all enrolled children with discovery and learning opportunities, and a broad based program of developmental services to meet the physical, social, intellectual, and emotional needs of infants, toddlers, pre-school and school age children.

Services provided by The Guidance Center Mental Health Professional(s) include but are not limited to:

1. Mental Health Professional(s) will visit the Center for Child Development classroom and will be available as arranged throughout the program year.
2. The Guidance Center Mental Health Professional(s) will be available for consultation with the Center for Child Development families, teachers and any other staff requesting services that has been set up through the Center Director and/or designated staff.
3. The Guidance Center Mental Health Professional(s) will provide follow up on all referrals submitted by the Center Director and/or designated staff.
4. The Guidance Center Mental Health Professional(s) may provide group training to Center for Child Development staff and parents on related mental health issues.
5. The Guidance Center Mental Health Professional(s) will provide guidance and recommendations for teachers working with children with atypical behaviors as requested.
6. The Guidance Center and Center for Child Development agree to comply with all state and federal patient/client privacy regulations as they apply to patient services provided by The Guidance Center.
7. The Guidance Center will accept referrals from the Center for Child Development for behavioral health services. Medicaid or other insurance will be billed for treatment provided. In the event that clients have no insurance, prior approval from The Guidance Center is to be obtained before services are started.
8. The Guidance Center will refer children to the Center for Child Development where appropriate.

Mental Health Services Agreement
Center for Child Development and Family Education in Alma, LLC
Page Two

Once a referral is sent to the Mental Health Professional, the Center Director and/or designated staff will work with The Guidance Center Staff to check the status of the referral. However, the Mental Health Professional(s) should also make attempts to notify the Center Director and/or designated staff of referral status, so that he/she can get that information to his/her staff in a timely manner. It should be a joint effort between both the Mental Health Professional(s) and Center Director and/or designated staff.

The Center for Child Development Director and Mental Health Professional will meet in the summer prior to the start of every school year to re-evaluate the Mental Health Services Agreement and the Mental Health Professional's visits.

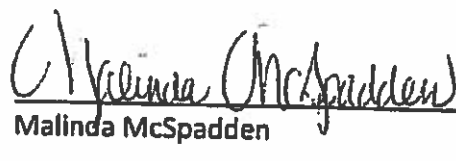
AGREED TO AND ACCEPTED BY:

Western Arkansas Counseling & Guidance Center, Inc.



Jim West, CEO 12-11-12
Date

Center For Child Development and Family Education In Alma, LLC.



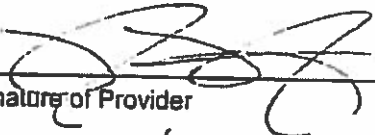
Malinda McSpadden 12.11.12
Date

**COMPREHENSIVE JUVENILE SERVICES, INC.
AGREEMENT FOR PROVIDER SERVICES**

1. **THIS AGREEMENT** is entered into by and between Comprehensive Juvenile Services, Inc., and Western Arkansas Counseling and Guidance Center, Provider, to perform the services as specified in this contract.
2. This Agreement shall be effective from July 1, 2018, and continue in force until June 30, 2019, and may be subject to renewal. No subcontracts are authorized under this Agreement.
3. The facility and/or Provider agrees to meet the approved standards of the appropriate State and Federal regulations for the Comprehensive Community Based Services Programs of the Department of Human Services and Comprehensive Juvenile Services, Inc.; also, the undersigned agrees that care and services will be provided without discrimination on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability or genetic information, regarding both clients and employees, in full compliance with the Civil Rights Act of 1964, as amended.
4. The Provider is authorized to accept clients for services only upon written referral by Comprehensive Juvenile Services, Inc., subject to standards and conditions regarding such services, as specified below and in the Addendum to this Agreement.
5. The Provider agrees to perform the services as outlined in the attached services description and receive payment from Comprehensive Juvenile Services, Inc., based on the itemized rates and conditions.
6. **Request for reimbursement of services (billing) shall be no later than thirty (30) days from the date of services.** Payment by Comprehensive Juvenile Services, Inc., for reimbursement of services shall be by warrant drawn to the order of Western Arkansas Counseling and Guidance Center. Failure to comply with the performance standards for required reports outlined in the Addendum to the Agreement will affect timely reimbursement.
7. In the event of the exhaustion or loss of funds for these services, Comprehensive Juvenile Services, Inc., reserves the right to notify Provider of same and to suspend future referrals. At any time, the Provider may elect to accept referrals without reimbursement from Comprehensive Juvenile Services, Inc., as a public service to the clients served.
8. The Provider agrees to keep an itemized record of services provided to client, and to comply with the reporting requirements listed in the Addendum. The Provider agrees to permit access to records relating to this contract to Comprehensive Juvenile Services, Inc., or the Arkansas Department of Human Services, or Federal or State officials as required for auditing or evaluation purposes.
9. The Provider agrees to retain all pertinent records for five (5) years after final payment is made under this Agreement. In the event any audit, litigation or other action involving these permanent records is initiated before the end of the five (5) year period, the Provider agrees to retain these records until all issues arising out of the action are resolved or until the end of the five-year period, whichever is later.
10. The Provider hereby agrees to comply with the requirements for safeguarding client information, in accordance with Comprehensive Juvenile Services, Inc., directives and with State and Federal laws pertaining to same.
11. This Agreement may be terminated by either party, subject to thirty (30) days written notice; except, in the event of an emergency such as illness, death or other extreme circumstances, shorter notice may be permitted.

12. All reimbursements for services provided under the attached Agreement shall be made by Comprehensive Juvenile Services, Inc. The Department of Human Services is not responsible for payments for services authorized under this Agreement.
13. The Provider shall not charge client fees for services provided under this Agreement except when authorized and/or approved by the Department of Human Services.
14. The Provider agrees to provide to Comprehensive Juvenile Services, Inc., a copy of:
 - (1) Certificate of Liability Insurance showing Limits of Liability;
 - (2) Proof of Workers' Compensation Insurance OR Workers' Compensation Insurance Certificate of Non-Coverage OR Letter indicating exemption from Workers' Compensation Insurance.
 - (3) Copy of current licensure with the State of Arkansas for all professionals providing services under this Agreement and Addendum to Agreement.
 - (4) Copies of Arkansas Child Maltreatment Central Registry Check results, Arkansas Adult Maltreatment Central Registry Check results, and Arkansas State Police Criminal Background Check results, for all professionals providing services under this Agreement and Addendum to Agreement.


Tax Identification: The following Provider is ___ is not ___ incorporated as a business entity for Federal Income Tax Purposes. The Federal Tax Identification or Social Security Number is as follows:


 Signature of Provider

Bill South 701 St
 Mailing Address

479-452-6650 x 1028
 Telephone

6-18-18
 Date


 Executive Director
 Comprehensive Juvenile Services, Inc.
 1606 South J Street
 Fort Smith, AR 72901

(479) 785-4031 / Fax 785-5354

06/14/18
 Date

PSYCHIATRIC HOSPITAL PARTICIPATION AGREEMENT

This Psychiatric Hospital Participation Agreement ("Agreement") by and between Conway Behavioral Health, LLC ("Psychiatric Hospital") and Western Arkansas Counseling and Guidance Center ("Referring Entity") is entered into and effective as of September 1, 2018 (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 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 to be effective on the Commencement Date.

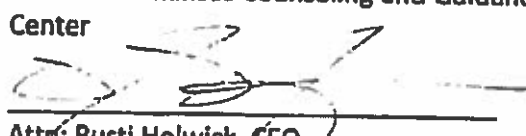
Psychiatric Hospital:

Referring Entity:

Conway Behavioral Health, LLC

By: _____
Western Arkansas Counseling and Guidance
Center

Attn: Doris Singleton, CEO



Attn: Rusti Holwick, CEO

Date

Date

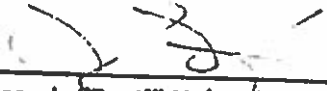
10-23-18



**Future School of Fort Smith
Agreement for Provider Services**


1. **This agreement is by and between the Future School of Fort Smith and the Western Arkansas Counseling and Guidance Center, Inc. (The Guidance Center) to perform the services as outlined in this contract.**
2. **This agreement shall be effective and continue in force until further notice. No subcontracts are authorized under this agreement.**
3. **The facility and/or The Guidance Center agree to meet the approved standards of the appropriate State and Federal regulations for Programs of the Future School of Fort Smith. The undersigned agrees also that care and services will be provided without discrimination on the basis of sex, race or natural origin, regarding both clients and employees, in full compliance with the Civil Rights Act of 1964, as specified below.**
4. **The Guidance Center agrees to provide School-Based Therapy services on-site within the Future School of Fort Smith as therapist(s) are available. These services will include individual therapy, small group therapy, family therapy, crisis intervention, case management, and teacher consultation on-site. The Future School of Fort Smith agrees to provide the facilities for on-site services at each individual school. All services will be provided Monday through Friday on-site, at The Guidance Center offices, or in the student's home. Alternatively, some home visits may occur after regular school/clinic hours, per arrangement with the parent/guardian. The Guidance Center holds the right to discharge clients unwilling to follow Medicaid compliance regulations within reasonable time frame.**
5. **In-School Student referral will be made by the school counselor and/or school administrator to the school-based therapist. Referral to The Guidance Center must be initiated by the parent signing a release of information form which allows Future School of Fort Smith to release names, addresses, and phone numbers of students to The Guidance Center before the school-based therapist makes initial contact for screening. Thereafter, school-based therapist will make appropriate referrals to other services within The Guidance Center, such as psychiatric consultations, psychological testing, case management, intensive home-based services, and medication maintenance.**
6. **This agreement may be terminated by either party, subject to 60 days written notice. However, shorter notice may be permitted in the event of an emergency such as illness, death or other extreme circumstances.**

Agreed to this 3rd day of October, 2018 by:



Aaron L. "Rusti" Holwick
Chief Executive Officer
Western Arkansas Counseling and Guidance Center, Inc.

10/3/18
Date



Penny Harris
Learning Coach
Support Services
Future School of Fort Smith

10/3/18
Date

Genoa, a QoL Healthcare Company, LLC
c/o 18300 Cascade Avenue S., Ste. 251
Tukwila, WA 98188-4711
ATTENTION: Chief Executive Officer

Gentlemen:

Please be advised that I hereby designate Genoa, a QoL Healthcare Company, LLC, an Arkansas limited liability company, to serve as my agent for the purpose of storing and dispensing samples, patient assistance program medications and assisting with Prior Authorizations (PA) within the Community Mental Health Center ("CMHC") operated by Western Arkansas Counseling and Guidance Center at 3111 South 70th Street, Fort Smith, AR 72903. As my agent, Genoa, a QoL Healthcare Company, LLC has the right, power and authority to take any and all actions on my behalf in connection with the foregoing activity. It is my explicit understanding that all agency activities shall be performed by duly licensed and authorized personnel.

This agency may be terminated by me, effective immediately, upon prior written notice of termination to Genoa, a QoL Healthcare Company, LLC.

I have acknowledged my acceptance of this arrangement by executing this letter in the space provided below.

Sincerely,




Signature
Name: Jim West Title: CEO

Agreed to and accepted this 23 day of Feb., 2015.

ACCEPTED FOR GENOA, A QOL HEALTHCARE COMPANY, LLC:

By: Mark Peterson, Executive Vice President, Strategy and Corporate Development

Signature: 

Date: 2/19/2015

PROFESSIONAL SERVICES AGREEMENT

Between

WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER

And

GENOA, A QOL HEALTHCARE COMPANY, LLC

This Professional Services Agreement (the "Agreement") is made as of March 1, 2015 (the "Effective Date"), by and between Western Arkansas Counseling and Guidance Center, an Arkansas non-profit corporation ("CMHC") and Genoa, a QoL Healthcare Company, LLC, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively, the "Parties").

RECITALS

A. CMHC is located at 3111 South 70th Street, Fort Smith, AR 72903 (the "Facility") and provides professional behavioral and mental health services.

B. Contractor is engaged in the business of establishing and providing pharmacy and related services at various healthcare facilities.

C. Contractor desires to provide such services as described in Exhibit A attached hereto and incorporated herein (the "Contractor Services") to CMHC; and CMHC desires that Contractor provide the Contractor Services.

D. CMHC and Contractor have negotiated this Agreement at arm's length and have entered into a lease agreement (the "Lease") of even date hereof, or shall enter into the Lease as otherwise permitted in this Agreement, also negotiated at arm's length and at fair market value, pursuant to which Contractor is leasing the Premises (as defined in the Lease) from CMHC in which Contractor shall perform the Contractor Services.

E. The Parties wish to set forth the terms and conditions upon which Contractor shall provide the Contractor Services as more specifically described herein.

NOW, THEREFORE, in consideration of the recitals and mutual covenants, agreements, and promises contained herein, the Parties hereby agree to incorporate the foregoing recitals as if fully rewritten in this Agreement and further agree as follows:

1. **Obligations of Contractor.**

1.1 **Duties.** Contractor shall provide the Contractor Services to CMHC patients.

1.2 Standard of Practice. Contractor and Contractor's employees and independent contractors ("Contractor Personnel") shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Contractor Services.

2. Obligations of CMHC.

2.1 Space. In addition to the space leased to Contractor pursuant to the Lease, CMHC may designate and maintain a room within the Facility (the "Med Room") for the storage of medications obtained and owned by CMHC for administration to its patients, including, but not limited to, Patient Assistance Program ("PAP") medications and sample medications. Contractor shall have access to the Med Room during the normal operating hours of the Facility in order to dispense such medications to CMHC patients on behalf of CMHC. CMHC shall provide appropriate locks, restrict access except by authorized CMHC and Contractor personnel, and provide such other safeguards as may be reasonable necessary, or as may be reasonably requested by Contractor, to prevent unauthorized access to and use of medication stored in the Med Room.

2.2 Reservation. CMHC reserves the right to refuse to allow any Contractor Personnel to render the Contractor Services under this Agreement, if after good faith efforts to resolve any dispute relating to CMHC's opinion as to the competence and performance of any such Contractor Personnel, CMHC determines, in its sole and reasonable discretion, that such Contractor Personnel is incompetent, negligent, violates customary professional behavioral expectations, or fails to render the Contractor Services as required herein, or if CMHC determines, in the exercise of its sole and reasonable discretion, that patient health and safety or efficient operations of CMHC is compromised. CMHC shall notify Contractor of its determination and/or action immediately in writing. Contractor shall not reassign such Contractor Personnel to CMHC without prior approval of CMHC, which approval shall not be unreasonably withheld, conditioned or delayed.

2.3 Data. Upon execution of this Agreement, CMHC shall complete the Clinic Modeling Tool ("CMT") provided by Contractor in order to enable Contractor to evaluate the medication needs of the population served by CMHC. CMHC agrees, on an annual basis thereafter, or as otherwise reasonably requested by Contractor, to complete an updated CMT for submission to Contractor.

2.4 Covenant. CMHC promises that during the term of this Agreement, and for two (2) years after expiration or termination of this Agreement, CMHC will not enter into any agreement with a party who provides on-site pharmacy services that are substantially the same as the Contractor Services. The Parties hereby acknowledge and agree that the violation of this restrictive covenant will severely damage Contractor's business. Therefore, the Parties agree that Contractor is entitled to injunctive relief against CMHC upon any breach of this covenant, without the necessity of posting any bond in cash or otherwise.

2.5 Media. CMHC agrees that Contractor shall have editorial review on any press and/or media releases of any kind, either written or verbal, that reference Contractor.

3. **Contingency of Services and Lease.** The Parties agree that execution of this Agreement is contingent upon execution of the Lease, and it is the intent of the Parties that this Agreement and the Lease be executed simultaneously. In the event the Parties cannot execute this Agreement and the Lease simultaneously, then this Agreement and the Lease shall be void and unenforceable, and the Parties shall be released from any and all liabilities and obligations hereunder and thereunder, unless this Agreement and the Lease are executed within two (2) days of the execution of the other.

4. **Term.** Subject to the termination provisions set forth in Section 11 of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term") and shall be coterminous with the term of the Lease. If the Lease has not been terminated as provided in Section 11 of this Agreement by the end of the Initial Term or by the end of any Renewal Term, as defined herein, or allowed to expire by either Party at the end of such Term or Renewal Term, then this Agreement shall automatically renew for an additional two (2) year term (each a "Renewal Term", and collectively with the Initial Term, the "Term") immediately following the end of the then expiring term under the same terms and conditions set forth herein.

5. **Relationship of the Parties.** Except as otherwise set forth in this Agreement, the relationship created by this Agreement between CMHC and the Contractor is solely one of independent contractors and nothing in this Agreement shall be construed or deemed to create any other relationship between CMHC and Contractor, including that of employment, partnership, agency, or joint venture. Contractor shall be solely responsible for hiring and supervising any of its Contractor Personnel, as well as for all payment of any kind to its Contractor Personnel, including salary and benefits (if any). Contractor shall maintain social security, workers' compensation, and all other employee benefits covering Contractor Personnel as required by law.

6. **Compliance with Applicable Law.**

6.1 **General Regulatory Compliance.** CMHC and Contractor shall comply with all applicable state and federal laws, including, without limitation, all applicable nondiscrimination, worker's compensation, occupational disease, and occupational health and safety laws, statutes, regulations, and ordinances, including, without limitation, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, the Social Security Act, and any laws relating to the environment or to hazardous materials or substances as defined in such laws, as any or all of the same may be amended or supplemented from time to time (and with any and all laws enacted to replace or succeed such laws). Specifically, the Parties intend that this Agreement comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and satisfy the requirements of the Personal Services and Management Contracts Safe Harbor (the "Personal Services Safe Harbor") to the federal Anti-Kickback Statute codified at 42 C.F.R. § 1001.952(d).

6.2 **HIPAA Compliance.** In connection with the provision of the Contractor Services under this Agreement, CMHC and Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), which include the Standards for the Privacy of Individually Identifiable Health Information (the "Privacy Rule"), the Standards for Electronic Transactions, and the Security Rule (45 C.F.R. Parts 160-64), and

the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (the "HITECH Act") (collectively, and as amended from time to time, the "HIPAA Rules"). If CMHC and Contractor agree that such an agreement is appropriate in connection with the provision of the Contractor Services, CMHC and Contractor shall execute a Business Associate Agreement in the form contained in Exhibit B attached hereto and incorporated herein by reference. If the terms and provisions of this Section 6.2 and of any such Exhibit B executed by the Parties conflict or are inconsistent, then the provisions of Exhibit B shall control. The obligations and covenants of this Section 6.2 shall survive termination or expiration of this Agreement.

7. **Indemnification and Hold Harmless.** Each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and such other Party's shareholders, directors, members, managers, officers, employees, agents and representatives (the "Indemnified Party"), from any third-party liability, damage, loss, cost, including reasonable attorneys' fees, claim, demand, action or judgment to the extent arising from any breach or failure to perform by the Indemnifying Party of any of its duties or obligations under this Agreement. Except with respect to indemnity for damages arising from third-party claims as provided herein, neither Party shall have any liability to the other for special, incidental or consequential damages under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.

8. **Liability Insurance. Coverage.** Contractor shall maintain professional liability insurance covering Contractor's performance of Contractor Services under this Agreement in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually.

8.2 **Evidence of Coverage.** As evidence that Contractor has obtained the insurance coverage required by this Agreement, Contractor shall furnish a certificate of insurance to CMHC within a reasonable period of time following receipt of a written request from CMHC.

8.3 **General Liability Insurance.** CMHC shall maintain general commercial liability insurance to cover claims of persons and/or injuries or damages that do not arise out of the Contractor Services provided by Contractor.

9. **Confidentiality. Confidential Information.** CMHC and Contractor shall not disclose, orally or in writing, to any person other than their respective members, shareholders, directors, managers, officers, employees, agents, advisors or affiliates (collectively, the "Representatives"), or as required under applicable law, any confidential or proprietary information, knowledge or data concerning the business, affairs, operations, secrets, dealings, or finances of the other Party furnished directly or indirectly by such other Party (collectively, the "Confidential Information") without the prior written consent of the other Party. As used in this Agreement, Confidential Information does not include any information which: (i) at the time of disclosure is generally available to and known by the public (other than as a result of disclosure directly or indirectly by the receiving Party); (ii) was available to either Party on a non-confidential basis from a source other than a Party to this Agreement, provided that such source is not and was not bound by a confidentiality agreement with the Party hereto; (iii) has been independently acquired or developed by either Party without violating any of the obligations hereunder; or (iv) such disclosure is required by law.

9.2 The obligations and covenants of Section 9.1 of this Agreement shall survive termination or expiration of this Agreement for a period of three years.

10. **Consideration. Monthly Fee.** During the Initial Term, CMHC shall pay Contractor the fee set forth on Exhibit C, attached hereto and incorporated herein. Commencing forty-five (45) days before the expiration of the Initial Term and of each subsequent Renewal Term, Contractor and CMHC shall renegotiate such fees for the forthcoming Renewal Term. The Parties acknowledge and agree that such consideration, which is derived from the values of personnel salaries, benefits, direct costs, and overhead attributable to such Contractor Services, represents fair market value payment for the Contractor Services.

10.2 **Invoice and Payment.** Contractor shall submit to CMHC, by the tenth (10th) day of the month, an invoice for the preceding month's Contractor Services. CMHC shall pay the above-specified consideration which shall be tendered by the twenty fifth (25th) day of the month after the month in which the Contractor Services were provided. Late payments shall accrue interest at the lesser of one and one-half percent (1-1/2%) per month or the highest interest rate permitted under applicable law.

11. **Termination. Termination of Lease.** Upon expiration or termination of the Lease for any reason, Contractor shall have the right to terminate this Agreement upon written notice to CMHC specifying the date of such termination.

11.2 **Termination without Cause.** Either Party may terminate this Agreement at any time during the Initial Term or any Renewal Term, without cause or penalty, upon one hundred twenty (120) days prior written notice to the other Party; provided however, if this Agreement is terminated by either Party within the first year of the Initial Term, the Parties shall not enter into any replacement agreement or similar agreement or arrangement with each other until after the one year anniversary of date the Agreement was executed.

11.3 **Termination for Cause.** If either Party commits a material breach of this Agreement, the non-breaching Party may, in its sole discretion, terminate this Agreement by giving written notice to the breaching Party at least thirty (30) days prior to such termination, which notice shall state with particularity the grounds for termination. If the breaching Party does not cure the breach within the thirty (30) days specified in the notice, the non-breaching Party may terminate this Agreement immediately.

12. **Records Disclosure.** This Agreement is subject to regulations promulgated by the Center for Medicare and Medicaid Services implementing § 952 of the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. § 1395x(v)(1)(I). Each Party agrees that, until the expiration of four (4) years after the furnishing of the Contractor Services pursuant to this Agreement, to make available upon written request, to the Secretary of Health and Human Services (the "Secretary") or, upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and all books, documents, and records that are necessary to verify the nature and extent of the costs of such Contractor Services. If either Party carries out any of the duties hereunder through a subcontract with a related organization, having a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the

furnishing of such Contractor Services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary, or, upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and the books, documents, and records of such organization that are necessary to verify the nature and extent of the costs of such Contractor Services.

13. **Dispute Resolution.** In the event of any arbitral dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, enforceability, interpretation or validity, the Parties shall meet and confer in good faith to attempt to resolve such dispute, controversy or claim without initiating an adversarial proceeding. Should such attempts at resolution prove unsuccessful within a reasonable period after the meeting of the Parties, any dispute, controversy, or claim arising under this Agreement shall be settled exclusively by arbitration conducted in Fort Smith, Arkansas by a single arbitrator selected by the Parties in accordance with the then effective arbitration rules of the American Arbitration Association and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The Parties acknowledge that mediation usually helps Parties to settle their dispute. Therefore, any Party may propose mediation whenever appropriate through the organization named above or any other mediation process or mediator as the Parties may agree. The fees and expenses of the arbitration or mediation shall be borne equally by the Parties.

The decision of the arbitrator shall be binding and may be confirmed and enforced in any court having proper jurisdiction. All facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law. The provisions of this Section 13 shall survive the termination of this Agreement. Notwithstanding any provision in this Agreement to the contrary, either Party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Also notwithstanding any provision herein to the contrary, either Party (without waiving any remedy under this Agreement), in addition to any remedies at law or in equity to which the non-breaching Party may be entitled, shall be entitled to seek from any court having jurisdiction emergency, interim or provisional relief claimed as necessary to protect the rights, property or other interests of that Party pending the establishment of the arbitration tribunal and rendering of the arbitration award, including, without limitation, in the event of a breach by a Party of any of its duties or obligations pursuant to Section 9 of this Agreement.

14. **Miscellaneous. Entire Agreement.** This Agreement, with the exhibits attached hereto, contains the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all contemporaneous and prior agreements, contracts, and understandings whether written or oral, between the Parties relating to the subject matter of this Agreement. All exhibits attached hereto shall be deemed incorporated into, and made a part of, this Agreement.

14.2 **Amendment.** This Agreement may be amended or modified only by a written agreement signed by the Parties or their duly authorized representatives.

14.3 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original hereof.

14.4 **Severability.** The provisions of this Agreement are independent of and separate from each other. In the event any provisions of this Agreement are found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect and such invalid or unenforceable provision shall be enforced to the fullest extent permitted by applicable law.

14.5 **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Arkansas.

14.6 **Waiver.** A waiver shall only be effective if in writing and signed by the Party against whom such waiver is asserted. The waiver by any of the Parties of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

14.7 **Notices.** All notices, requests, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given when (i) delivered personally; (ii) when deposited in the United States mail as registered or certified mail, postage prepaid, return receipt requested, on the third (3rd) business day after mailing; (iii) if telecopied, on the next business day after written confirmation of such telecopy; or (iv) if delivered by reputable overnight national courier service, on the next business day after delivery to such courier service, to the following addresses:

Western Arkansas Counseling and Guidance
Center

Genoa, a QoL Healthcare Company, LLC

Attention:
James West, Chief Executive Officer
3111 South 70th Street
Fort Smith, AR 72903
Phone: 479-452-6650
Fax: 479-452-5847

Attention:
Chief Executive Officer
18300 Cascade Avenue S., Ste. 251
Tukwila, WA 98188-4711
Phone: 253-218-0830
Fax: 253-218-0835

Either Party may change the address to which notices are to be sent to the other Party by giving notice in the manner provided herein.
.....

The 
Guidance Center

Greenwood Public School District
Agreement for Provider Services

1. This agreement is entered on the 30th day of April, 2018 by and between the Greenwood Public School District and the Western Arkansas Counseling and Guidance Center, Inc. (The Guidance Center) to perform the services as outlined in this contract.
2. This agreement shall be effective from August 1, 2018 and continue in force through August 1, 2019 and may be subject to renewal. No subcontracts are authorized under this agreement.
3. The facility and/or The Guidance Center agree to meet the approved standards of the appropriate State and Federal regulations for Programs of the Greenwood Public School District. The undersigned agrees also that care and services will be provided without discrimination on the basis of sex, race or natural origin, regarding both clients and employees, in full compliance with the Civil Rights Act of 1964, as specified below.
4. The Guidance Center agrees to provide School-Based Therapy services on-site within the Greenwood School District as therapist are available. These services will include individual therapy, small group therapy, family therapy, crisis intervention, case management, and teacher consultation on-site. The Greenwood Public School District agrees to provide the facilities for on-site services at each individual school. All services will be provided Monday through Friday on-site, at The Guidance Center offices, or in the student's home. Alternatively, some home visits may occur after regular school/clinic hours, per arrangement with the parent/guardian.
5. In-School Student referral will be made by the school counselor and/or school administrator to the school-based therapist. Referral to The Guidance Center must be initiated by the parent signing a release of information form which allows Greenwood Public School to release names, addresses, and phone numbers of students to The Guidance Center before the school-based therapist makes initial contact for screening into either an After-School Counseling Group or the School-Based Therapy program. Thereafter, school-based therapist will make appropriate referrals to other services within The Guidance Center, such as psychiatric consultations, psychological testing, case management, intensive home-based services, and medication maintenance.
6. In cases where treatment is required by Individualized Education Plan (IEP) team members (i.e., The Guidance Center, school staff, parents/guardians) will meet regularly to discuss and plan treatment needs and goals, and coordinate all appropriate services.

Agreed to this 30th day of April, 2018, by:

Marla Kendrick
Marla Kendrick, LPC
Clinical Director
The Guidance Center

6-13-18
Date

Aaron L. Holwick
Aaron L. Holwick, LPE-I
Chief Executive Officer
The Guidance Center

6-13-18
Date

Patti Allison Demaris Barnett
Patti Allison
Director of Special Education
Greenwood Public School District

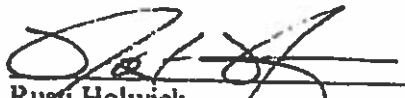
5-26-18
Date


**The
Guidance Center**
Over 40 years of Quality Behavioral Healthcare

May 23, 2016

Western Arkansas Counseling and Guidance Center, will provide mental health services to child victims of abuse and their non-offending family members both on-site and off-site.

Western Arkansas Counseling and Guidance Center is committed to serving child victims of abuse by providing Trauma Focused-Cognitive Behavioral Therapy to this population.



Rusti Holwick
Director of Clinical Operations
Western Arkansas Counseling and Guidance Center, Inc.

Jackie Stewart Hamilton
Hamilton House Child Safety Center

3111 South 70th Street
P.O. Box 11818
Fort Smith, Arkansas 72917

Ph 479-452-6650
Fax 479-452-5847
www.wagc.org



The
Guidance Center

Lavaca School District
School Based Mental Health Contract

OVERVIEW:

Lavaca School District recognizes the need for education, early intervention and prevention services in regards to student mental/emotional health issues. As such the District wishes to contract for such services to be provided during normal hours of operation to the District. Western Arkansas Counseling and Guidance Center, Inc. is an entity desiring to contract to provide such services.

The following is an agreement by and between Western Arkansas Counseling and Guidance Center, Inc. (hereafter referred to as "WACGC") and the Lavaca School District in regards to services to be provided to the District. This agreement will become effective when signed by involved parties. The agreement is entered into by and between District and Contractor and is as follows:

CONTRACTUAL RESPONSIBILITIES OF Western Arkansas Counseling and Guidance Center:

- WACGC will provide appropriate current documentation of licensures for therapists who will be providing services. Documentation to be submitted to the Lavaca School District will include, at a minimum, current state license (showing expiration date), board certifications (if applicable), copy of driver's license, current professional liability face sheet (if applicable), and a completed practitioner profile.
- Services rendered may include group, individual, and/or family sessions. Family interventions may include a variety of services such as home visits, parent training, and crisis interventions. WACGC shall recommend services for students and their families which shall be monitored and approved by district personnel. The referral and monitoring of individual student services shall be at the discretion of the school based mental health coordinator or designee.
- WACGC shall provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers to allow for continuity of care.
- WACGC shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, WACGC will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required. District shall not be responsible for payment any hospitalization expense other than the required educational obligation, and WACGC's recommendation shall not be construed to authorize same. If identified provider is not of assistance at time of need the District provider will intervene then contact the identified provider.
- WACGC shall provide therapy during normal hours of operation of the District. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days and time, must be mutually agreed upon by both parties in writing. Both parties agree that there will be occasional instances of scheduling changes to accommodate normal occurrences (i.e. vacation leave, sick leave, continuing education, etc.), which shall not require a written agreement but shall require verbal agreement and reasonable notice for such temporary schedule changes. District will provide

contractor with student's schedule, so as to allow the best available time for services to be rendered.

- WACGC shall provide statistics, demographic data, quality improvement data, survey results (YOQ, SARA Data, etc.,) to the School Based Mental Health Coordinator or designee in the form of monthly written summary reports with a yearly written summary report, in a form agreed upon by District and WACGC. In addition, Contractor shall attend meetings with the School Based Mental Health Coordinator (such as SAP, RTI, and advisory board). The meetings will occur at dates and times to be agreed upon by involved parties. All communication, written or verbal, shall comply with all applicable state and federal laws regarding confidentiality.
- With appropriate parental consent and student consent when required (i.e. students age 18 years of age and older), Contractor will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by WACGC per business associate agreement.
- All school-based intervention/services provided by WACGC will be initiated upon referral from District staff via the School Based Mental Health Coordinator or designee. Any referrals from outside individuals and /or agencies will be directed to the School Based Mental Health Coordinator. Each student referred for services may be assessed and if determined to not be an appropriate referral, the therapist will staff the case with the School Based Mental Health Coordinator and will make appropriate referrals as needed.
- WACGC will offer periodic in-service education for the District Faculty, Parent Teacher Organizations, School Board, and student organizations. The time involved in providing the in-service education will not be deducted from the time allotted for mental health services listed in this agreement. The District, the School Based Mental Health Coordinator, and the therapist must approve in-service topics.
- WACGC and its employees and agents shall meet the standards of District for fitness and suitability for work as therapists and/or case managers. Contractor will provide District courtesy interviews with prospective therapist and case managers assigned to School Based Mental Health. District shall have the right to refuse to permit any therapist or case manager to work in District if District determines same is not in the best interest of District or its students or families.
- WACGC and its employees and agents shall identify themselves during their work at District with identification badges which include contractor and employee name.
- WACGC and its employees and agents shall be required to sign-in and out on designated form.

RESPONSIBILITIES OF DISTRICT:

- The District will provide office space, locked file cabinet, and access to basic office equipment (e.g. fax, copy machine, etc.) for the therapist.
- The District will make space available for counseling sessions and doctor visits that provide reasonable confidentiality to the district students/group members.
- The District will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable District Policies regarding access and codes of conduct.
- District personnel shall participate in quality improvement and customer satisfaction surveys developed by the stated provider to assist in program monitoring, development, and improvement. The District and the School Based Mental Health Coordinator will approve surveys before distribution.

GENERAL PROVISIONS:

- The agreement shall initiate at the date of signing and terminate one year after date signed. However, district may terminate this agreement within 30 days' notice to WACGC if District determines breach of contract of that District can no longer commit within its educational

- mission and resources. Contractor may terminate this agreement within 30 days' notice to the District in writing if Contractor can no longer commit to this agreement.
- The terms of this agreement shall not be amended or modified except by prior written consent of District. This document is the entire agreement of the parties and shall be binding upon the organization and its member, trustees, shareholders, partners, employees, agents, successors, and assigns.

SIGNATURES:

Contractor



Aaron L. "Rust" Holwick, Chief Executive Officer
Western Arkansas Counseling and Guidance Center, Inc.

11-14-17
Date

District



Steve Rose, Superintendent
Lavaca Public School District

11/9/17
Date

Magazine School District Health and Wellness Center
351 East Priddy
Magazine, Ar. 72943
479-969-2565

**School Based Mental Health Contract:
Magazine School District**

**LEASE AGREEMENT BETWEEN MAGAZINE SCHOOL DISTRICT AND
WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER, INC.**

THIS AGREEMENT made between Western Arkansas Counseling and Guidance Center, Inc., (Lessee) and Magazine School District (the Lessor), **WITNESSETH:**

For and in consideration of the covenants and agreements hereinafter contained, Lessor does hereby let, lease, rent, and demise unto Lessee, and Lessee does hereby lease/rent from Lessor, 472 square feet of the Magazine Wellness Center, 1 therapist office, 1 office for project manager and other space needed by Lessee to effectuate the purpose of this agreement as set forth herein located in the following described premises in the City of Magazine, County of Logan, State of Arkansas:

351 East Priddy Street, Magazine, Arkansas 72943

TO HAVE AND TO HOLD the same unto the Lessee and unto the Lessee's heirs, successors and assigns, together with all privileges and appurtenances thereunto belonging, for the term and under the conditions hereinafter set forth.

GENERAL PROVISIONS AND INTENT OF THE PARTIES

The Magazine School District recognizes the need for education, early intervention, and preventative services in regards to student physical/medical health issues. As such, the Magazine School District wishes to contract for such services to be provided, subject to the terms of this agreement, during normal hours of operation for the Magazine School District and to continue the school based Magazine School District Health and Wellness Center.

The following is an agreement by and between Magazine School District and Western Arkansas Counseling and Guidance Center, Inc. in regards to services to be provided to the Magazine School District.

- 1. TERM.** The term of this agreement shall be for a period of one year, beginning on the 1st day of August, 2018 and ending on the last day of July, 2019, subject to the provisions for earlier termination as set out below.
- 2. RENT/LEASE.** Lessee agrees to rent/lease currently occupied 376 square feet of space from Lessor at a rate of \$25.44 per square foot, per year, equaling \$9,565.44 per year or \$797.12 per month. This rent/lease includes utilities and janitorial services. If Lessor experiences a cost reduction in operations, that reduction will be reflected back to Lessee.
- 3. TAXES.** Lessor shall be responsible for the prompt and full payment, as and when due, of all taxes on the premises.

**CONTRACTUAL RESPONSIBILITIES OF WESTERN ARKANSAS
COUNSELING AND GUIDANCE CENTER, Inc. (WAC&GC)**

- WAC&GC will provide appropriated documentation of licensures for therapist who will be providing services.
- Services rendered will be in individual, group, and/or family interventions at the discretion of the therapist.
- Core topics shall be determined by student needs, staff availability, and therapist's expertise/knowledge.
- WAC&GC will provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers.
- WAC&GC will assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, WAC&GC will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required.
- WAC&GC will provide both therapy and case management services as needed and agreed upon by WAC&GC and Magazine School District. Appropriately available, WAC&GC staff will provide services during normal operating hours of the Magazine School District. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days and times, must be mutually agreed upon by both parties in writing. Both parties agree that there will be occasional instances of scheduling changes to accommodate normal occurrences (e.g. vacation leave, sick leave, continuing education, et cetera), which shall not require a written agreement but shall require verbal agreement and reasonable notice for such temporary schedule changes.
- Appropriately, WAC&GC will provide statistics, demographic data, quality improvement data, survey results, et cetera regarding the Magazine School District School Based Mental Health Contract to the Wellness Center Coordinator in the form of monthly written reports with a yearly written summary report. In addition, there will be monthly meetings between WAC&GC, school personnel, and/or the Wellness Center Coordinator. The meetings will occur at dates and times to be agreed upon by involved parties. All communication, written or verbal, shall comply with all applicable state and federal laws regarding confidentiality.
- With appropriate parental consent and student consent when required (i.e. students age 18 years of age or older), WAC&GC will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by WAC&GC and the Magazine Wellness Center at the Magazine School District.
- All school-based interventions/services provided by WAC&GC will be initiated upon referral from Magazine School District staff via the Wellness Center

Coordinator. Any referrals from outside individuals and/or agencies will be directed to the designated Magazine School District staff and/or the Wellness Center Coordinator. Each student referred for services may be assessed and if determined to not be an appropriate referral, the therapist will staff the case with the appropriate Magazine School District staff and will make appropriate referrals as needed.

- Therapists are mandated reporters by law and as such will report all suspected forms of child maltreatment. Whenever a report is made, the therapist will notify verbally, prior to making the report, the Magazine School District Human Services Worker, and/or the Wellness Center Coordinator.
- WAC&GC will offer periodic in-service education for the Magazine School District Faculty, and Parent Teacher Meetings. The time involved in providing the in-service education will be deducted from the service time listed in this agreement. The Magazine School District, the Wellness Center Coordinator and the therapist must approve in-service topics.
- After monitoring of program, if involved parties agree, WAC&GC will again be given the opportunity to provide or discontinue services.
- WAC&GC will bill appropriate reimbursement sources such as Arkansas Medicaid, Medicare and Private Insurance. Recipients of services must adhere to regulatory requirements of these reimbursements sources in order to insure payment and continued services.
- WAC&GC agrees to follow the 70% Direct Service/ 30% In-Direct Services to the best of their abilities.

CONTRACTUAL RESPONSIBILITIES OF MAGAZINE SCHOOL DISTRICT:

- The Magazine District will provide office space, locked file cabinet, and access to basic office equipment (e.g. fax, copy machine, et cetera) for the therapist.
- The Magazine School District will make space available for group counseling sessions that provide reasonable confidentiality to the Magazine School District students/group members.
- The Magazine School District will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable Magazine School District Policies regarding access and codes of conduct.
- Magazine School District personnel shall participate in quality improvement and customer satisfaction surveys developed by the stated provider to assist in program monitoring, development, and improvement. The Magazine School District and the Wellness Center Coordinator will approve surveys before distribution.
- The Magazine Wellness Center will provide a full time coordinator to provide support and to act as a liaison between the Magazine School District and WAC&GC. The Coordinator will also act as a liaison between the Wellness Center service providers, school districts, and the Arkansas Department of Education.


- The Magazine Wellness Center Coordinator will monitor through current and topical evidence based research focused on Arkansas school-based mental health data. Modifications to the program will be made as necessary throughout the service contract period. The Magazine Wellness Center Coordinator will approve and/or modify all changes to the program as recommended by the school district and/or the service provider.
- The Coordinator will research, develop, and implement specialized training targeting Arkansas school-based mental health service delivery issues and practices.

GENERAL PROVISIONS:

- This agreement shall be in full effect from the time of signing with services to commence on the week August 1, 2018.
- Any modifications to this contract must be mutually agreed upon and shall be made in writing.

SIGNATURES:

For Western Arkansas Counseling and Guidance Center, Inc.


 Rusty Herwick, CEO

9-3-18
 Date


 Maria Kendrick, Coordinator of Logan County Services

9-3-18
 Date

For Magazine School District


 Brett Bunch, Superintendent

9-17-18
 Date



9-17-18

The 
Guidance Center

Mulberry / Pleasant View Bl-County Schools

School Based Mental Health Contract

OVERVIEW:

Mulberry School District recognizes the need for education, early intervention and prevention services in regards to student mental/emotional health issues. As such the District wishes to contract for such services to be provided during normal hours of operation to the District. Western Arkansas Counseling and Guidance Center, Inc. is an entity desiring to contract to provide such services.

The following is an agreement by and between Western Arkansas Counseling and Guidance Center, Inc. (hereafter referred to as "WACGC") and the Mulberry School District in regards to services to be provided to the District. This agreement will become effective when signed by involved parties. The agreement is entered into by and between District and Contractor and is as follows:

CONTRACTUAL RESPONSIBILITIES OF Western Arkansas Counseling and Guidance Center:

- WACGC will provide appropriate current documentation of licensures for therapists who will be providing services. Documentation to be submitted to the Mulberry School District will include, at a minimum, current state license (showing expiration date), board certifications (if applicable), copy of driver's license, current professional liability face sheet (if applicable), and a completed practitioner profile.
- Services rendered may include group, individual, and/or family sessions. Family interventions may include a variety of services such as home visits, parent training, and crisis interventions. WACGC shall recommend services for students and their families which shall be monitored and approved by district personnel. The referral and monitoring of individual student services shall be at the discretion of the school based mental health coordinator or designee.
- WACGC shall provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers to allow for continuity of care.
- WACGC shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, WACGC will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required. District shall not be responsible for payment any hospitalization expense other than the required educational obligation, and WACGC's recommendation shall not be construed to authorize same. If identified provider is not of assistance at time of need the District provider will intervene then contact the identified provider.
- WACGC shall provide therapy during normal hours of operation of the District. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days and time, must be mutually agreed upon by both parties in writing. Both parties agree that there will be occasional instances of scheduling changes to accommodate normal occurrences (i.e. vacation leave, sick leave, continuing education, etc.), which shall not require a written agreement but shall require verbal agreement and reasonable notice for such temporary schedule changes. District will provide

contractor with student's schedule, so as to allow the best available time for services to be rendered.

- WACGC shall provide statistics, demographic data, quality improvement data, survey results (YOQ, SARA Data, etc.,) to the School Based Mental Health Coordinator or designee in the form of monthly written summary reports with a yearly written summary report, in a form agreed upon by District and WACGC. In addition, Contractor shall attend meetings with the School Based Mental Health Coordinator (such as SAP, RTI), and advisory board). The meetings will occur at dates and times to be agreed upon by involved parties. All communication, written or verbal, shall comply with all applicable state and federal laws regarding confidentiality.
- With appropriate parental consent and student consent when required (i.e. students age 18 years of age and older), Contractor will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by WACGC per business associate agreement.
- All school-based intervention/services provided by WACGC will be initiated upon referral from District staff via the School Based Mental Health Coordinator or designee. Any referrals from outside individuals and /or agencies will be directed to the School Based Mental Health Coordinator. Each student referred for services may be assessed and if determined to not be an appropriate referral, the therapist will staff the case with the School Based Mental Health Coordinator and will make appropriate referrals as needed.
- WACGC will offer periodic in-service education for the District Faculty, Parent Teacher Organizations, School Board, and student organizations. The time involved in providing the in-service education will not be deducted from the time allotted for mental health services listed in this agreement. The District, the School Based Mental Health Coordinator, and the therapist must approve in-service topics.
- WACGC and its employees and agents shall meet the standards of District for fitness and suitability for work as therapists and/or case managers. Contractor will provide District courtesy interviews with prospective therapist and case managers assigned to School Based Mental Health. District shall have the right to refuse to permit any therapist or case manager to work in District if District determines same is not in the best interest of District or its students or families.
- WACGC and its employees and agents shall identify themselves during their work at District with identification badges which include contractor and employee name.
- WACGC and its employees and agents shall be required to sign-in and out on designated form.

RESPONSIBILITIES OF DISTRICT:

- The District will provide office space, locked file cabinet, and access to basic office equipment (e.g. fax, copy machine, etc.) for the therapist.
- The District will make space available for counseling sessions and doctor visits that provide reasonable confidentiality to the district students/group members.
- The District will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable District Policies regarding access and codes of conduct.
- District personnel shall participate in quality improvement and customer satisfaction surveys developed by the stated provider to assist in program monitoring, development, and improvement. The District and the School Based Mental Health Coordinator will approve surveys before distribution.


GENERAL PROVISIONS:

- The agreement shall initiate at the date of signing and terminate one year after date signed. However, district may terminate this agreement within 30 days' notice to WACGC if District determines breach of contract of that District can no longer commit within its educational

- mission and resources. Contractor may terminate this agreement within 30 days' notice to the District in writing if Contractor can no longer commit to this agreement.
- The terms of this agreement shall not be amended or modified except by prior written consent of District. This document is the entire agreement of the parties and shall be binding upon the organization and its member, trustees, shareholders, partners, employees, agents, successors, and assigns.

SIGNATURES:


Contractor



Aaron L. "Rusti" Holwick, Chief Executive Officer
Western Arkansas Counseling and Guidance Center, Inc.

8-30-18
Date

District



Dr. Lonnie Myers, Superintendent
Mulberry Public School District

8/14/18
Date

**Paris School District
School Based Mental Health Contract**

OVERVIEW:

Paris District recognizes the need for education, early intervention and prevention services in regards to student mental/emotional health issues. As such, the District wishes to contract for such services to be provided during normal hours of operation to the District. Western Arkansas Counseling and Guidance Center is an entity desiring to contract to provide such services.

The following is an agreement by and between Western Arkansas Counseling and Guidance Center and the Paris School District in regards to services to be provided to the District. This agreement will become effective when signed by involved parties. The agreement is entered into by and between District and Contractor and is as follows:

CONTRACTUAL RESPONSIBILITIES OF Western Arkansas Counseling and Guidance Center:

- Western Arkansas Counseling and Guidance Center will provide appropriate current documentation of licensures for therapists that will be providing services. Documentation to be submitted to the Wellness Center will include, at a minimum, current state license (showing expiration date), board certifications (if applicable), copy of driver's license, current professional liability face sheet 9 if applicable, and a completed practitioner profile.
- Services rendered may include group, individual, and/or family sessions. Family interventions may include a variety of services such as home visits, parent training, and crisis interventions. Western Arkansas Counseling and Guidance Center shall recommend services for students and their families which shall be monitored and approved by appropriate District personnel. The referral and monitoring of individual student services shall be at the discretion of the school based mental health coordinator or designee.
- Western Arkansas Counseling and Guidance Center shall provide case management services to include but not limited to the following: referrals, consultation, advocacy, and correspondence with community providers to allow for continuity of care.
- Western Arkansas Counseling and Guidance Center shall assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, Western Arkansas Counseling and Guidance will follow customary industry standards and ethical practices. Not all students who present with the need for acute hospitalization will be admitted to the specified referral hospital as the student and his/her family shall be allowed the choice of hospitals should that level of care be required. District shall not be responsible for payment of any hospitalization expense other than the required educational obligation, and Western Arkansas Counseling and Guidance Center's recommendation shall not be construed to authorize same. If identified provider is not of assistance at time of need the Wellness provider will intervene then contact the identified provider.
- Western Arkansas Counseling and Guidance Center shall provide therapy during normal hours of operation of the District. Specific days and times will be mutually agreed upon and will be subject to change as needed. All agreed upon times will be placed in writing and any changes to scheduled days and times, must be mutually agreed upon by both parties in writing. Both parties agree that there will be occasional instances of scheduling changes to accommodate normal occurrences (i.e. vacation leave, sick leave, continuing education, etc.), which shall not require a written agreement but shall require verbal agreement and reasonable notice for such

temporary schedule changes. District will provide contractor with student's schedules, so as to allow the best available time for services to be rendered.

- With appropriate parental consent and student consent when required (i.e. students age 18 years of age or older), Contractor will communicate with other providers of services in order to facilitate continuity of care for the students participating in the services provided by Western Arkansas Counseling and Guidance Center per business associates agreement.
- All school-based intervention/services provided by Western Arkansas Counseling and Guidance Center will be initiated upon referral from District staff via the School-based Mental Health Coordinator. Any referrals from outside individuals and/or agencies will be directed to the School-based Mental Health Coordinator. Each student referred for services may be assessed and if determined to not be an appropriate referral, the therapist will staff the case with the School-based Mental Health Coordinator and will make appropriate referrals as needed.
- Western Arkansas Counseling and Guidance Center will offer periodic in-service education for the District Faculty, Parent Teacher Organizations, School Board, and student organizations. The time involved in providing the in-service education will not be deducted from the time allotted for mental health services listed in this agreement. The District, the School-based Mental Health Coordinator, and the therapist must approve in-service topics.
- Western Arkansas Counseling and Guidance Center and its employees and agents shall meet the standards of District for fitness and suitability for work as therapists and/or case managers. Contractor will provide District courtesy interviews with prospective therapist and case managers assigned to School-based Mental Health. District shall have the right to refuse to permit any therapist or case manager to work in District if District determines same is not in the best interest of District or its students or families.
- Western Arkansas Counseling and Guidance Center and its employees and agents shall identify themselves during their work at District with identification badges which include contractor and employee name.

RESPONSIBILITIES OF DISTRICT:

- The District will provide office space, locked file cabinet, and access to basic office equipment (e.g. fax, copy machine, etc.) for the therapist.
- The District will make space available for counseling sessions and doctor visits that provide reasonable confidentiality to the district students/group members.
- The District will provide reasonable access to the school facilities for the therapist. The therapist will follow applicable District Policies regarding access and codes of conduct.
- District personnel shall participate in quality improvement and customer satisfaction surveys developed by the stated provider to assist in program monitoring, development, and improvement. The District and the School-based Mental Health coordinator will approve surveys before distribution.

GENERAL PROVISIONS:

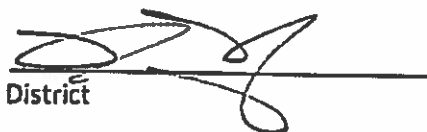
- The agreement shall initiate at the date of signing and terminate one year after date signed. However, district may terminate this agreement within 30 days' notice to Western Arkansas Counseling and Guidance Center if District determines breach of contract or that district can no longer commit within its educational mission and resources. Contractor may terminate this agreement within 30 days notice to the District in writing if Contractor can no longer commit to this agreement.
- Western Arkansas Counseling and Guidance Center shall not bill clients/families for any services provided through the school-based mental health program.
- No client/family can be denied services and/or services closed due to non-payment, non-compliance, lack of PCP referral, and/or transportation.
- The terms of this agreement shall not be amended or modified except by prior written consent of District. This document is the entire agreement of the parties and shall be binding upon the organization and its members, trustees, shareholders, partners, employees, agents, successors, and assigns.

SIGNATURES:

Western Arkansas Counseling and Guidance Center, Inc.

Chief Executive
Officer

Date


District

1-8-19

Superintendent

Date


SBMH Coordinator

1-2-2019

Date



1-8-19

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("Agreement"), effective this 23rd day of September, 2013 ("Effective Date"), is entered into by and between Stepping Stone School for Exceptional Children, Inc. ("Covered Entity") and Western Arkansas Counseling and Guidance Center ("Business Associate") (each a "Party" and collectively the "Parties").

RECITALS

The Parties have a contract or agreement ("Underlying Agreement") under which Business Associate uses, discloses, accesses, creates or maintains Protected Health Information ("PHI") in its performance of its duties thereunder, and under which Covered Entity and Business Associate may cooperatively serve various consumers and share information for the benefit of these consumers. Both Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulation") and the Security Regulations, both of which were promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). This Agreement sets forth the terms and conditions pursuant to which PHI that is provided by, created, received, or maintained by Business Associate from or on behalf of Covered Entity, shall be handled between Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination. The Parties hereby agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PHI.

1.1 Duties. Business Associate shall Use and Disclose PHI solely as necessary to perform its duties under the Underlying Agreement, provided that such Use or Disclosure would not violate HIPAA or HITECH if done by the Covered Entity and is in accordance with this Agreement. All other uses and disclosures not authorized by this Agreement are prohibited. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only, (i) to its employees, subcontractors, and agents, in accordance with Section 2.1(f); (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement.

1.2 Business Activities of Business Associate. Unless otherwise limited herein, Business Associate may:

- a. Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate; provided that such uses are permitted under state and federal laws.
- b. Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill its present or future legal responsibilities of Business Associate and as permitted by the Underlying Agreement; provided that Business Associate has received from the third party to

- g. Promptly report to Covered Entity, and in any event within ten (10) days, any security incident of which it becomes aware. Security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- h. Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Regulation, subject to attorney-client and other applicable legal privileges.
- i. Upon written request, make available during normal business hours at Business Associate's offices all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI to Covered Entity within ten (10) days for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of this Agreement.
- j. Within fifteen (15) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual's PHI in accordance with 45 C.F.R. Section 164.528.
- k. Subject to Section 5.3 below, return to Covered Entity or destroy, within five (5) days of the termination of this Agreement, the PHI in its possession and retain no copies (which for purposes of this Agreement shall mean destroy all backup tapes).

2.2 Responsibilities of Business Associate in the Event of a Breach. In the event of a discovery of any HIPAA violation by Business Associate or any member of its workforce (which includes, without limitation, employees, subcontractors, and agents), with respect to PHI of Covered Entity, Business Associate shall:

- a. Promptly perform a risk assessment to determine whether the violation constitutes a Breach of unsecured PHI under the HIPAA regulations.
- b. When performing such risk assessment, consider who impermissibly used or to whom the information was impermissibly disclosed, the type and amount of PHI involved whether the information was actually viewed or acquired, and the extent to which the risk to the protected health information has been mitigated.

6.8 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.9 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. DEFINITIONS.

7.1 Breach. Breach shall have the meaning set out in its definition at 45 C.F.R. Section 164.402, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2 Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. Section 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.3 Health Care Operations. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. Section 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.4 Privacy Officer. Privacy Officer shall have the meaning as set out in its definition at 45 C.F.R. Section 164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.5 Protected Health Information. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. Section 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.


7.6 Unsecured Protected Health Information. Unsecured Protected Health Information shall have the meaning set out in its definition at 45 C.F.R. Section 164.402, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf effective as of the Effective Date.


Covered Entity

Business Associate



(Signature)

Toni D. Wilson, Executive Director
(Print Name and Title)



(Signature)

Jim West CEO

(Print Name and Title)

AGREEMENT FOR ACUTE PSYCHIATRIC HOSPITALIZATION

This AGREEMENT FOR ACUTE PSYCHIATRIC HOSPITALIZATION is made and entered into as of the 1st day of October, 2017.

Valley Behavioral Health System

10301 Mayo Drive
Barling, AR 72923

Western Arkansas Counseling and Guidance Center, Inc. (WACGC) an Arkansas non-profit corporation

3111 South 70th Street
Fort Smith, AR 72903

RECITALS:

- A. VALLEY is the owner and operator of an acute-care psychiatric hospital known as Valley Behavioral Health Hospital located at 10301 Mayo Drive, Barling AR.
- B. WACGC provides psychiatric and residential treatment services and other programs for individuals pursuant to a contract between WACGC and the State of Arkansas (the "WACGC State Contract"). In performance of the WACGC State Contract, WACGC provides diagnostic assessments, acute outpatient care, and acute psychiatric hospitalization for identified needs of assessed individuals.
- C. WACGC has requested that VALLEY provide acute psychiatric hospitalization and care to individuals covered by the WACGC State Contract, upon the terms, conditions and requirements of this Agreement.
- D. VALLEY is willing to provide acute psychiatric hospitalization and care to such referred individuals, subject to and upon the terms, conditions and requirements of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, WACGC and VALLEY agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meaning ascribed thereto unless otherwise clearly required by the context in which such terms are used.
 - 1.1 "Admission criteria" means the policies and procedures of VALLEY concerning the acceptance of Patient Referrals.
 - 1.2 "Agreement" means this Agreement for Acute Psychiatric Hospitalization, as the same may be amended from time to time.
 - 1.3 "Contract Patient Referral" means the process by which WACGC submits to VALLEY a Patient for admission to the Facility under the terms of this Agreement.
 - 1.4 "Contract Referred Patient" means an individual who is the subject of a Contract Patient Referral, and who has been admitted to the Facility by VALLEY.

1.5 "Facility" means Valley Health's acute-care psychiatric hospital located at 10301 Mayo Drive Barling, AR 72923.

1.6 "Government Authority" means any applicable federal, state, county or municipal governmental entity, authority or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) with jurisdiction over the subject matter of this Agreement.

1.7 "Government Rule" means any statute, law, treaty, rule, code, ordinance, regulation, permit, official interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority.

1.8 "WACGC" means Western Arkansas Counseling and Guidance Center, Inc., an Arkansas non-profit corporation, and includes any successor or permitted assignee of WACGC.

1.9 "WACGC Indemnified Party" means WACGC, its directors, officers, employees, affiliates, and agents.

1.10 "WACGC State Contract" means the contract between WACGC and the State of Arkansas pursuant to which WACGC is obligated to provide acute psychiatric hospitalization and care to patients without a funding source.

1.11 "Patient" means a mental health patient referred by WACGC to VALLEY for treatment pursuant to the WACGC State Contract.

1.12 "VALLEY Indemnified Party" means VALLEY, its members, agents, officers, employees, affiliates, invitees, tenants, subtenants and any of its contractors for services.

2. **LICENSE FOR USE OF PATIENT BEDS.** VALLEY shall provide all patient care services, including physicians, required with respect to Contract Referred Patients, in accordance with Section 4 of this Agreement.

3. **CONTRACT PATIENT REFERRALS/ADMISSIONS**

3.1 **Pre-Referral Obligations of WACGC.** Prior to any referral of a Patient to VALLEY, WACGC shall:

(a) **Screening.** WACGC shall provide an appropriate medical screening examination of such Patient in accordance with the Admission Criteria, including (without implied limitation) an assessment of the Patient by a mental health professional and a consultation with a physician and, if required, consent to admission of a Patient.

(b) **Stabilization.** If an emergency mental health condition exists, WACGC shall stabilize the Patient to the extent of its capabilities.

(c) **Consultation with VALLEY.** WACGC shall consult with appropriate physician(s) and staff of VALLEY to obtain confirmation from VALLEY that VALLEY will accept the Patient for admission to the Facility.

3.2 **Pre-Admission Obligations of VALLEY.** VALLEY shall consult with WACGC concerning an authorized Patient's need for acute-care psychiatric hospitalization and shall promptly furnish confirmation or rejection of such Contract patient Referral to WACGC. VALLEY shall accept Patients for Admission to its facility if treatment is medically necessary, VALLEY has the capacity to treat the Patient and the

Patient meets the Admission Criteria. VALLEY has no obligation to admit a Patient to the Facility if the Patient requires any treatment beyond the capabilities or modalities available at the Facility.

3.3 Transportation of Patients. VALLEY will not be responsible in providing for, paying, or arranging transportation of Patients to VALLEY for admission. WACGC shall determine the appropriate medical personnel and necessary transportation equipment, if any, and be responsible for arranging transportation for a Patient to the Facility. VALLEY shall provide WACGC information stating specifically where at the Facility a Patient is to be delivered.

3.4 Patient Records. When a Patient is referred to VALLEY pursuant to this Agreement, WACGC shall provide all pertinent medical records and information necessary to initiate and continue treatment including (i) observation of signs and symptoms; (ii) preliminary diagnosis; (iii) treatment provided; (iv) test results; (v) informed written consent or certification from the Patient (if competent), the Patient's family member or guardian (if the Patient is not competent) or a certification from the Patient's physician; and (vi) any other necessary information as required by federal or state law or reasonably requested by VALLEY. VALLEY and WACGC will comply with HIPAA regulations and guidelines as they related to this Agreement.

3.5 Admissions. For each Contract Referred Patient, VALLEY shall provide needs assessment, triage, any necessary crisis intervention, documentation of Patient history and a physical examination.

3.6 Information Exchange. To ensure continuity of care to Contract Referred Patients, WACGC shall make its physicians available to VALLEY's physicians for consultation.

3.7 Discharge. WACGC shall provide a case manager or discharge coordinator to assist VALLEY in planning for and implementing a Patient's discharge from the Facility. WACGC shall be solely responsible for follow-up of a discharged Patient.

4. VALLEY'S OBLIGATIONS FOR DELIVERY OF PATIENT SERVICES.

4.1 Patient Services. For each Contract Referred Patient, VALLEY shall provide appropriate behavioral therapy and plans of care, emergency physician services, preparation and maintenance of clinical records, nursing care, pharmacy support and, in cooperation and conjunction with WACGC, pre-discharge planning.

4.2 Qualified Personnel. VALLEY will make available such qualified allied health staff members, registered and vocational nurses, therapists, social workers and technical and other assistants which it requires to provide its services under this Agreement. VALLEY will verify that all such personnel have all applicable licenses or certifications appropriate to the duties to be performed by such personnel pursuant to this Agreement.

4.3 Patient Commitment. Once admitted to VALLEY, if a 72-hour hold is determined medically necessary, the VALLEY physician will place the 72-hour hold and VALLEY will be responsible for all administrative functions for the commitment process, including testimony.

5. FINANCIAL ARRANGEMENT.

5.1 Compensation for Services. As compensation for all services provided by VALLEY under Section 4 of this Agreement, WACGC shall pay to VALLEY :

(a) Five Hundred fifty Dollars (\$550.00) for the patients first hospitalized day, Four Hundred Eighty Dollars (\$480.00) for the patients subsequent hospital days. *Authorization must be obtained from WACGC Medical Department; Authorizations will begin with up to five (5) days for the first five days and in three (3) day increments to follow during an admission.*

5.2 Billing and Payment. VALLEY shall submit invoices to WACGC on a monthly basis, which will reflect the accrued charges due and payable under the terms of this Agreement and all credits resulting

from third party payors not known at admission. WACGC shall remit payment to VALLEY within thirty (30) days of the date of each such invoice.

6. COVENANTS OF BOTH PARTIES. The parties covenant and agree:

6.1 Compliance with Laws and Standards. All referrals made and all services rendered under this Agreement shall comply with all applicable Governmental Rules and all applicable ethical and professional standards prevailing at the time such services are rendered.

6.2 Standard of Performance. WACGC and VALLEY shall perform their respective duties under this Agreement in a professional manner and in accordance with all applicable, federal, state and local laws and regulations including, but not limited to, Section 1867 of the Social Security Act (42 U.S.C., §1395dd), as amended.

6.3 Information Exchange.

(a) **By VALLEY.** VALLEY shall immediately notify WACGC if any action is taken to suspend, revoke or restrict in any manner VALLEY's license, accreditation or certification for participation in the federal Medicare Program.

(b) **By WACGC.** WACGC shall immediately notify VALLEY if any action is taken to suspend, revoke, restrict or terminate in any manner the WACGC State Contract, WACGC's license or certification for participation in the federal Medicare Program or any other licensure necessary for the performance by WACGC of its obligations under the WACGC State Contract.

(c) **By Both Parties.** Each party shall notify the other of (i) any change in ten percent (10%) of its ownership; (ii) any material change in its management or in control of its business or operations; (iii) any change in business address; (iv) any findings of any Governmental Authority for professional negligence, violation of Governmental rules or against any license or accreditation by any federal or state governmental agency which, if suspended or revoked, could materially impair that party's ability to perform its duties and obligations under this Agreement or (v) any other situation which would materially impair the ability of that party to carry out its dues and obligations under this Agreement.

6.4 Authorized Personnel. Each party shall provide the other with the names or classifications of persons authorized to act on behalf of such party in the performance of this Agreement.

6.5 Nondiscrimination. Each party shall not discriminate on the basis of race, sex, national origin, or ability to pay.

6.6 Public and Patient Relations. Both parties shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to Patients.

6.7 Insurance. During the term of this Agreement, both parties shall agree to secure and maintain, or cause to be secured and maintained, adequate comprehensive general and professional liability coverage, and property damage insurance or adequate self-coverage appropriate to the circumstances and potential liabilities.

6.8 No Liability for Other's Acts. Each party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other party.

6.9 Non-Contract Referrals. Notwithstanding this Agreement, WACGC shall continue to refer patients to VALLEY independently of the WACGC State Contract. Such patient referrals shall be processed and assessed without regard to this Agreement and will not be subject to the terms hereof.

7. INDEMNIFICATION.

7.1 **Indemnification by VALLEY.** VALLEY shall indemnify, pay, defend, and hold harmless each WACGC Indemnified Party, collectively and individually, from and against all claims, losses, costs, damages, and expenses (including attorney's fees and costs and expenses) arising out of or in connection with any act or omission of VALLEY, its employees, or agents, except to the extent caused in whole or in part by the act or omission of an WACGC Indemnified Party and subject to the terms and coverages provided under any policies of contractual liability insurance coverage provided by VALLEY in connection with its obligations under this Agreement.

7.2 **Indemnification by WACGC.** WACGC shall indemnify, pay, defend, and hold harmless each VALLEY Indemnified Party, collectively and individually, from and against all claims, losses, costs, damages, and expenses (including attorney's fees and costs and expenses) arising out of or in connection with any act or omission of WACGC, its employees, or agents, except to the extent caused in whole or in part by a VALLEY Indemnified Party.

8. TERM AND TERMINATION.

8.1 **Term.** The initial term of this Agreement shall begin December 1, 2011.

8.2 **Termination.** This Agreement may be sooner terminated on the first to occur of the following:

(a) **Termination by Mutual Agreement.** If both parties mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) **Unilateral Termination Upon Notice.** Either party may terminate this Agreement by written notice to the other party, given in the manner specified in this Agreement, such notice to be effective thirty (30) days following receipt of such notice.

(c) **Termination for Specific Breach.** If the Facility shall fail to maintain appropriate state licensure, this Agreement may then be immediately terminated, at the WACGC's option by notice thereof to VALLEY.

(d) **Termination for Breach.** Either party hereto may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party to the breaching party provided, however, that if the nature of the default is such that more than fifteen (15) days are reasonably required for its cure, then the breaching party shall not be deemed to be in default if such party commences such cure within said fifteen (15) day period and thereafter diligently carries out such cure to completion, but in no event shall such additional period exceed an additional ninety (90) days; or

(e) **Termination Due to Legislative or Administrative Change.** In the event that there shall be a change in federal or state law (or in the application thereof); the Medicare, Medicaid or other governmental program statutes, regulations or general instructions (or in the application thereof); the adoption of a change in any other third-party payor reimbursement system; or the initiation of an enforcement action with respect to legislation, regulations, or instructions applicable to this Agreement; any of which affects the continuing legality of this Agreement or the ability of either party to obtain reimbursement for services provided pursuant to this Agreement, then either party may by notice propose an amendment (including the severance of any illegal provisions of this Agreement) to conform this Agreement to existing laws. If notice of such a change or amendment is given, and if VALLEY and WACGC are unable within sixty (60) days thereafter to agree upon the amendment, then either party may terminate this Agreement by thirty (30) days' notice to the other, unless a sooner termination is required by law or circumstances.

8.3 **Jeopardy Event.** If the performance by either party of any term, covenant, condition or provision of this Agreement should

(a) jeopardize (i) the licensure of either party, an employee or any individual or physician providing services hereunder or another provider owned and operated by either party or any corporate affiliate of such party; (ii) any party's participation in, or reimbursement from, Medicare, Medicaid or other

reimbursement or payment programs, or; (iii) any party's full accreditation by JCAHO or any successor accrediting agency or

(b) If the continuance of this Agreement should be in violation of any statute, ordinance, or otherwise deemed illegal, or be deemed unethical by any recognized body, agency or association in the medical or behavioral health care fields,

(each, a "Jeopardy Event"), then the parties shall use their best efforts to promptly meet and attempt to negotiate an amendment to this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to negotiate such an amendment within ten (10) days following written notice by either party of the existence of a Jeopardy Event, then either party may terminate this Agreement immediately upon written notice to the other party, notwithstanding any severability provisions hereof to the contrary.

9. GENERAL PROVISIONS.

9.1 **Retention Requirements.** Until the expiration of four (4) years after the furnishing of services described herein by VALLEY, VALLEY agrees to make available, upon request, to the Secretary of Health and Human Services of the United States, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and such books, documents and records of VALLEY as are necessary to certify the nature and extent of services provided hereunder. Further, if VALLEY carries out any of its duties hereunder pursuant to a subcontract, and if the services provided pursuant to said subcontract have a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, and such subcontract is with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request, to the Secretary of Health and Human Services of the United States or the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and such books, documents, and records of such organization as are necessary to verify the records of such organization as are necessary to verify the nature and extent of the value and cost of services provided under the subcontract. Notwithstanding anything herein, if pursuant to the findings of a court or quasi-judicial body of competent jurisdiction the foregoing requirements become null and void or are modified as they apply to this Agreement, then said requirement shall be null and void or so modified, as the case may be.

9.2 **Governing Law.** The validity of this Agreement, the interpretation of the rights and duties of the parties hereunder and the construction of the terms hereof shall be governed in accordance with the laws of Arkansas. All duties and obligations of the parties are performable in Sebastian County, Arkansas and Sebastian County, Arkansas shall be the venue for any action, special proceeding, or other proceeding that may be brought in connection with this Agreement.

9.3 **Headings.** The headings of sections and subsections of this Agreement are for reference only and shall not affect the meaning of this Agreement.

9.4 **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

9.5 **Entire Agreement; Amendment.** This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations between the parties, whether oral or written, relating to the subject matter of this Agreement, not expressly set forth herein are of no force or effect. This Agreement may be amended at any time only by written agreement signed by all parties hereto.

9.6 **Parties Bound.** This Agreement shall inure to the benefit of and are binding upon the parties hereto and their respective successors and permitted assigns.

9.7 **Waiver.** No waiver by any party hereto of any condition or provision of this Agreement to be performed by another party shall be valid unless in writing, and no such valid waiver shall be deemed a waiver of any similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

9.8 Enforcement. In the event of litigation to enforce any term or condition of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of this Agreement.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the Agreement among the parties hereto. It shall not be necessary that any one counterpart be signed by all of the parties hereto as long as each of the parties has signed at least one counterpart.

9.10 Execution. Any party to this Agreement or to any other document contemplated herein may execute a counterpart of same and transmit the page bearing his or its signature via facsimile to any other party, in which case the party transmitting the facsimile signature shall be deemed to have executed and delivered a complete original counterpart of this Agreement or such other document as the case may be, and shall be bound to the same extent as if he or it had done so. Any party executing this Agreement or any other document contemplated herein via facsimile signature shall also forward a complete manually executed counterpart of same to each other party, although failure to do so shall not change the binding effect of the facsimile signature.

9.11 Survival. Any agreement which, by its nature, must survive to give a party the reasonably expected benefits of such agreement will survive and be binding on both parties to this Agreement after termination of this Agreement.

9.12 Independent Contractor. VALLEY and WACGC are independent entities and nothing in this Agreement shall be construed or be deemed to create any relationship other than that of independent parties contracting with each other solely for the purposes of carrying out the terms and conditions of this Agreement.

9.13 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been delivered to a party upon personal delivery to that party or (i) one (1) business day following electronically confirmed delivery by facsimile transmission to the telephone number provided by the party for such purposes, if simultaneously mailed as provided herein; (ii) one (1) business day following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or (iii) three (3) business days following deposit with the United States Postal Service, postage prepaid, and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Subsection, to the other party:

If to VALLEY: Valley Behavioral Health
10301 Mayo Drive
Burling, AR 72923
Attention: Angel Piper, CEO
Facsimile: (479) 494-5700

If to WACGC: Western Arkansas Counseling & Guidance Center
3111 South 70th Street
Fort Smith, AR 72903
Attention: Aaron L. Holwick, CEO
Facsimile: (479) 785-9495

9.14 Assignment. Neither this Agreement, nor any rights hereunder, may be assigned without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, except that either party may assign its interest or delegate the performance of its obligations to a subsidiary affiliate of that party without the consent of the other party.

9.15 Force Majeure. Neither party shall be liable or deemed in default of this Agreement if such party is prevented from performing any of its obligations for any reason beyond its control, including, without limitation, floods, storms, strikes, acts of God or the public enemy.

9.16 Cooperation. Both parties hereto agree to cooperate with each other in the resolution of any patient or administrative complaints arising in connection with the services provided under this Agreement. All complaints shall be resolved in accordance with the procedures established by mutual consent of the parties.

9.17 **No Third Party Beneficiary.** No person or entity other than the parties hereto is intended to benefit from the duties, obligations or agreements of the parties under the terms of this Agreement, unless expressly herein provided.


9.18 **Non-Exclusive Dealings.** Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other hospital or nursing home on either a limited or general basis during the period of this Agreement.

9.19 **Public Disclosure.** Neither party may, without the prior, written consent of the other party, utilize the name of the other party in any public disclosure, public information campaign, marketing effort or public forum.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this day and year first above written.


VALLEY:

Valley Behavioral Health

Signature: 
Printed Name: Andrea Norman
Title: Chief Executive Officer

WACGC:

Western Arkansas Counseling & Guidance Center, INC.
an Arkansas non-profit corporation

Signature: 
Printed Name: Justi Holmich
Title: Chief Executive Officer

Memorandum of Understanding

The purpose of this document is to establish and govern a partnership between the Van Buren School District (VBSD) and the Western Arkansas Counseling and Guidance Center (WACGC). It is the common intent of both parties to establish an Alternative Learning Environment in The Learning Center in order to better serve that population of children in grades one through eight in the Van Buren School District who exhibit difficulty functioning reasonably in the traditional school environment. This endeavor will be a child-centered partnership between the parties named above and will function collaboratively in an effort to provide for the special needs of our students.

The education component of this program will be the responsibility of the Van Buren School District. Behavioral health services will be the responsibility of the Western Arkansas Counseling and Guidance Center.

Governance

The Learning Center will operate as a unit of the Van Buren School District; however, all student enrollment records will be maintained in their "traditional school" in the Arkansas Public School Computer Network (APSCN) records. It will be the responsibility of both The Learning Center staff and the "traditional school" staff to ensure that all such records are kept current and accurate.

In The Learning Center (TLC), education services will be provided by the Van Buren School District and Behavioral health services will be provided by the Western Arkansas Counseling and Guidance Center (WACGC).

As a unit of the Van Buren School District, The Learning Center will abide by all federal and state law, Arkansas Department of Education (ADE) rules and regulations, Alternative Learning Environment (ALE) rules and regulations, the Individuals with Disabilities Education Act (IDEA), the Van Buren School District (VBSD) Board Policy, the Arkansas Division of Behavioral Health rules and regulations, the Commission for Accreditation of Rehabilitative Facilities, and the Western Arkansas Counseling and Guidance Center Board Policy. Should there be a conflict between rules governing public schools and rules governing behavioral health organizations, public school rules will control.

Operations

Organization – The Principal, or a licensed school administrator by the Arkansas Department of Education under the supervision of the VBSD, through direct collaboration with the WACGC clinical supervisor, will serve as the director of the learning center. The Director will work collaboratively with all VBSD principals and under the leadership and governance of the Van Buren School District administrative staff. Daily operation of The Learning Center will be the responsibility of the Van Buren School District.

Transportation – Transportation of students will be under the direction of the Transportation Department of the Van Buren School District.

Contracting for Out-of-District Students – Students recommended from other Crawford County school districts will be accepted on a limited basis as determined by Van Buren School District staff. Services to other Crawford County School Districts will be handled on a contract basis with final enrollment decisions being based upon services to be rendered, extra costs of services, availability of space, and teacher staffing. Costs to out-of-district students will be a daily rate based on the sum of the current Foundation Funding per student amount added to the current Alternative Learning Environment per student amount divided by 178 (daily rate = Foundation Funding current per student rate + Alternative Learning Environment current per student rate divided by 178). The Van Buren School District will invoice contracted school districts on the last day of each month. No application will be approved for a non-resident student that would cause the Van Buren School District to be unable to properly service its resident pupils or that would endanger the certifications of the Van Buren School District.

Grade Configuration -- Students in grades 1-8 will be served in The Learning Center.

Counseling Services – Behavioral health services will be provided by Western Arkansas Guidance and Counseling Center as determined by Van Buren School District staff through the existing enrollment/referral process.

Security -- Security services will be provided The Learning Center through the Van Buren School District School Resource Officer program.

In-Take Process –The Van Buren School District believes that the best and most effective environment for every child is his/her neighborhood school. The District also believes that in some cases, students need a more intensive type of learning environment to ensure success in the long-term. Students who are considered possible candidates for assignment to The Learning Center – an Alternative Learning Environment – will be referred by the school principal for placement. Before referral to The Learning Center is considered, the school principal will document that all reasonable school-based efforts to meet the needs of the students in the home school have been exhausted and referral to The Learning Center is a last resort.

The in-take process begins at the student’s traditional school with a conference between the parent(s), principal, school counselor, Director of Special Education, and ALE Director. Should the committee decide to refer the student for enrollment in The Learning Center, a referral document is to be signed by each member of the referral committee. (Note: Should the referred student be receiving special education services, the Director of Special Education or her designee must be a member of the referral committee.) If the student being referred is currently receiving special education services, an IEP conference is required.

A parent conference with the ALE Director (or designee) is required before final approval of student assignment to The Learning Center. Upon enrollment, the clinical staff of WACGC will work with the referral committee and the ALE Director in the development of a behavioral health services plan.

Special Education Referral Process – Special education and related services including speech therapy, occupational and physical therapy will be provided as specified on the Individual Education Plan. All psycho-educational testing will be done by the Van Buren School District unless otherwise specified by the Van Buren School District. In each case, a Special Education administrator must be present in the committee discussion to approve and document the referral before the placement.

Transition Back to the Traditional School Environment – Students who are recommended for transition back to the traditional school environment will have a transition plan developed for them by The Learning Center staff in collaboration with the principal of the student’s traditional school. If the student is an IDEA student, an IEP conference will be held to change the student’s placement back to the traditional school setting.

Arkansas Standards – The Learning Center will meet all Arkansas Standards as identified for Alternative Learning Environments by the Arkansas Department of Education.

Facilities – The Van Buren School District will pay for utilities and general operation of the building from September 1 through May 31 of each school year. The Western Arkansas Counseling and Guidance Center will pay for utilities and general operation of the building from June 1 through August 31 of each year.

Custodial Services – Custodial services will be provided by Western Arkansas Counseling and Guidance Center. The Van Buren School District will contract with Western Arkansas Counseling and Guidance Center and pay the cost of custodial salaries from September 1 through May 31 each year.

Student Enrollment Limits – Student enrollment limits will be set by the Van Buren School District.

Curriculum

Arkansas Frameworks – The education program of The Learning Center will be governed by the Van Buren School District and will align with all Arkansas Standards for Alternative Learning Environment programs.

Instruction – Instruction will be provided by teachers employed by the Van Buren School District; teachers will adhere to curriculum developed by the Van Buren School District staff.

Assessment System – The Learning Center will utilize appropriate academic assessments and students will be required to participate in the state assessment system. Students enrolled in The Learning Center will have test scores calculated in the student population of his/her traditional school.

Technology – Technology will be available to students in The Learning Center and the Van Buren School District Technology Department will be responsible for technical support.

Child Nutrition Services – Breakfast and lunch will be provided daily for students enrolling in The Learning Center through a satellite system. Students paying and those qualifying for free or reduced meals will receive nutritious meals provided by the Van Buren School District Child Nutrition program meeting all the requirements of the United States Department of Agriculture (USDA).

Resources

Material Resources – All material resources needed to support behavioral health provided by the Western Arkansas Counseling and Guidance Center will be the responsibility of the Western Arkansas Counseling and Guidance Center. All material resources needed to support the educational component of The Learning Center will be provided by the Van Buren School District.

Fiscal Resources – Fiscal resources for the education component will be provided by the Van Buren School District and will be managed under the rules, regulations, and Board Policy of the Van Buren School District. Fiscal resources for the behavioral component will be provided by the Western Arkansas Counseling and Guidance Center.

Human Resources – Staffing decisions for the education component will be the responsibility of the Van Buren School District; staffing decisions for the behavioral health component will be the responsibility of the Western Arkansas Counseling and Guidance Center.

Updates to this Memorandum of Understanding (MOU)

Updates may be made to this MOU upon agreement of the Chief Executive Officers of both organizations. Changes must be documented by Addendum with appropriate signature pages attached to this document.

Escape Clause

Both parties reserve the right to abandon this agreement for cause on June 30 of each year or upon mutual agreement at any time.

Tort Immunity

Nothing herein shall constitute a waiver of tort immunity provided to the Van Buren School District and its employees by Arkansas Code Annotated §21-9-301

Signatures

This Memorandum of Understanding is submitted by the Van Buren School District and the Western Arkansas Counseling and Guidance Center and governed by the Board of Directors of each organization. Submission and acceptance of this document grants authority to the employees of both organizations to proceed with full and complete implementation.

Approved By


Signature _____ Organization Van Buren School District Date 4-20-10


Signature _____ Organization Western Ark. Couns. and Guidance Center Date 4-23-10

MEMORANDUM OF AGREEMENT

Waldron School Based Health Center

Western Arkansas Counseling and Guidance Center – Waldron

This Memorandum of Agreement (this "*Agreement*") is entered into on March 7, 2014 (the "*Agreement Start Date*") by and between Western Arkansas Counseling and Guidance Center – Waldron (the "*Guidance Center*") and Waldron School District (the "*District*").

WITNESSETH

WHEREAS, the District wishes to establish a School Base Health Center (the "*SBHC*") at 2074 Rice Street, Waldron, Arkansas 72958; and

WHEREAS, the Guidance Center desires to enter into this Agreement with the District to set forth the terms and conditions upon which the District will provide space out of which the Guidance Center will deliver mental health care and to set forth other terms and conditions relating to partnership with the District.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and restrictions contained herein, the parties hereto agree as follows:

SECTION 1 – TERM

- 1.1 Agreement Start Date: The Agreement Start Date shall mean the date upon which the Guidance Center and the District agree to in writing or the date upon which the Guidance Center first occupies the premises.

- 1.2 **Initial Term:** The Initial Term of this Agreement shall commence on the Agreement Start Date and shall continue until the end of June, 2018.
- 1.3 **Renewal Term:** Upon expiration of the Initial Term, the Guidance Center may extend the term of this Agreement for a period of 3 years by giving written notice to the District of such extension no less than three (3) months before the current Initial Term expires. Rent and/or a percentage of revenue shall be negotiated at this time.
- 1.4 **Modifications:** Any modifications to the terms of this Agreement applicable during a Renewal Term shall be as agreed upon in writing between the Guidance Center and the District with each party acting in good faith in any negotiations with respect to such Renewal Terms.

SECTION 2 – PREMISES

- 2.1 **Use of Premises:** As set forth on Exhibit A. attached hereto, the space provided for the Guidance Center includes two (2) therapy rooms, break room, and a waiting room. The Guidance Center shall continuously use and occupy the premises during the Term for the purpose of providing mental health care in the SBHC.
- 2.2 **Rent:** District agrees that, in consideration that the Guidance Center's agreement to perform the services set forth in this Agreement among other good and valuable consideration, which the parties acknowledge and agree are for the benefit of all, rent for the premises to the Guidance Center during the Initial Term of this Agreement shall be abated. Rent during Renewal Term shall be set forth in Section 1.3 of this Agreement.
- 2.3 **Lease:** District agrees to sub-lease premises from Fort Smith HMA, LLC d/b/a Sparks Health Systems (the "*Prime Lessee*"), on an annual bases. The building is leased to the Prime Lessee, in accordance with a Primary Lease Date as of June 1, 2002 between MOB's of Arkansas, LLC (the "*Prime Lessor*"). Unless renewed or extended, the Prime Lease will expire on June 30, 2017. This lease between the District and Sparks is a sub-lease and is subject and subordinate to the Prime Lease between Sparks and

- MOBs of Arkansas. If the term of the Primary Lease is not extended, this Lease will expire and terminate on the date of expiration. In the event that the Prime Lease is not renewed or extended, the District will provide an alternative space to accommodate the SBHC.
- 2.4 **Utilities:** The District, at its sole cost and expense, will be responsible for connection and payment of all utilities associated with the premises, including, without limitation, electricity, water, gas, telephone, cable and internet service.
- 2.5 **Grounds and Custodial Services:** The District will furnish appropriate grounds and custodial services.
- 2.6 **Maintenance and Repairs:** The Guidance Center will not be responsible for any maintenance or repairs. The District shall promptly and in a workmanlike manner perform, or shall cause to be performed, all maintenance and shall make, or shall cause to be made, all repairs and replacements required, in their opinion, to keep the Premises and the building in good order, condition and repair.
- 2.7 **Taxes:** The Primary Lessee will pay all taxes and assessments lawfully levied or assessed against the subleased premises or any part thereof during the Term of the sublease.
- 2.8 **Alterations:** The Guidance Center may not make any changes, additions, alterations, improvements, or affix any articles thereto without prior written consent.
- 2.9 **No Waste:** The Guidance Center agrees not to commit or allow any waste or damage to be committed on any portion of the Premises.
- 2.10 **Quiet Enjoyment:** The Guidance Center, on meeting its obligations under this Agreement, shall peaceably and quietly have, hold and enjoy the Premises.
- 2.11 **Furniture, Equipment, and Technology:** The District will provide some furnishings, equipment, technology and materials.
- 2.12 **Information Technology:** The Guidance Center will provide all IT services to their own computer equipment.

- 3.3 **Indemnification:** To the extent allowed under applicable law, the Guidance Center shall indemnify and hold the District harmless from and against any and all costs, damages, claims, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by the Guidance Center of the Premises or any part thereof, or occasioned by any negligent act omission of the Guidance Center, or its agents, employees, servants, or assigns, except to the extent such a claim, action, damage, liability, and expense arises as a result of the District failing to meet its obligations under this Agreement or a negligent act or omission of District or its agents, employees, servants, or assigns.
- 3.4 **Condemnation:** If any portion of the Premises shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then either party at its election within ten (10) business days of the date of such acquisition or condemnation, may terminate this Agreement by giving the other written notice of its election.

SECTION 4 - SBHC OWNERSHIP AND CONTROL

- 4.1 **Legal Ownership:** The Guidance Center agrees the District has legal ownership and control over the SBHC. Any and all non-therapeutic decisions that directly affect the health center shall have District approval (i.e., hours of operation, schedules, etc.). THIS IS NON-NEGOTIABLE.
- 4.2 **Governing Body:** The SBHC will be governed by a Board of Directors and managed by the SBHC Coordinator. Each provider, the District and community shall be represented to make recommendations in the best interest of the health center to the Superintendent and/or Waldron School Board for final approval. THIS IS NON-NEGOTIABLE.
- 4.3 **Naming Rights and Marketing:** The name of the SBHC shall be known as "Waldron School Based Health Center". All parties shall cooperate with respect to marketing of the SBHC.

SECTION 5 – SBHC PROFESSIONAL SERVICES

- 5.1 **Agreement Start Date:** The obligations of the Guidance Center as set forth in this Section 5 shall begin upon the Agreement Start Date.
- 5.2 **SBHC Hours of Operation:** Beginning on the Agreement Start Date, the hours of operation of the SBHC will be determined by the Guidance Center, provided the SBHC will be open year-round, MONDAY THROUGH FRIDAY, during regular school hours (8:00 AM – 3:00 PM) and include some after school hours at least one day per week. THIS IS NON-NEGOTIABLE.
- 5.3 **Staffing of SBHC:** The Guidance Center will insure that a therapists or professionals will be available during its operating hours. The Guidance Center will be responsible for ensuring that each person staffing the SBHC has obtained all necessary federal and state licenses, regulations and permits required by applicable law to render services at the SBHC.
- 5.4 **Services:** The Guidance Center agrees to the following requirements:
- (a) The Guidance Center will provide services during school hours (8:00 AM – 3:00 PM), year-round MONDAY THROUGH FRIDAY to promote continuity of care.
 - (b) The Guidance Center will render care to students regardless of their Medicaid or third party status and will not deny access to care because they are without insurance or co-pay (provided the Guidance Center has received parental consent to render such care).
 - (c) The Guidance Center will provide priority scheduling to students and staff of the District.
 - (d) The Guidance center will provide services of individual, group, and/or family interventions at the discretion of the therapist, with core topics to be determined by student needs, staff availability, and therapist's expertise/knowledge.
 - (e) The Guidance Center will provide case management services to include but not limited to the following: referrals,

- consultation, advocacy, and correspondence with community providers.
- (f) The Guidance Center will assess students in crisis and make appropriate referrals for the indicated level of care. Should acute hospitalization be required, the Guidance Center will follow customary industry standards and ethical practices.
 - (g) The Guidance Center will cooperate with the District in implementing a process for ensuring that parental consent is obtained from students in the District prior to rendering care to such students at the SBHC.
 - (h) The Guidance Center will work cooperatively with other agencies to promote continuity of care for patients seen in the SBHC.
 - (i) The Guidance Center will cooperate with the District as a sponsor of District wellness activities.
 - (j) The Guidance Center will cooperate with the District in providing joint mental health education workshops and programs, through which educational and professional opportunities will be provided to staff of the District.
 - (k) The Guidance Center will provide information for the community during District health fairs.
 - (l) In providing services at the SBHC hereunder, the Guidance Center agrees to waive all cost of service for the family. Medicaid and insurance billing is permitted.
 - (m) The Guidance Center will furnish assessment materials necessary to provide services in the SBHC.
 - (n) The District will recognize the Guidance Center's professional obligations and responsibilities and will not interfere with same.

SECTION 6 - TERMINATION

- 6.1 This Agreement may be terminated in accordance with the following provisions:
- (a) Immediately by either party upon a party's breach of Section 7.10 of this Agreement;
 - (b) By the non-defaulting party, upon any failure by the other party (the "*defaulting party*") to perform or discharge any of its material duties or obligations under this Agreement (other than the breach of Section 7.10 of this Agreement), if such failure continues for thirty (30) days after written notice from the non-defaulting party to the defaulting party; provided, however, that if such failure cannot be cured within thirty (30) days, an event of default shall not be deemed to have cured if the defaulting party diligently prosecutes the cure to completion;
 - (c) By the District, without cause or penalty, upon 120 days prior written notice to the Guidance Center;
 - (d) By the Guidance Center, without cause or penalty, upon 120 days prior written notice to District; or
 - (e) In the event:
 - (i) a governmental agency having jurisdiction over a party, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment after the Agreement Start Date of this Agreement (collectively or individually, "*Change in Law*"), which materially and adversely affects the legality of this Agreement or the ability of either party to perform its obligations or receive the benefits intended hereunder, and

- (ii) the parties are unable to negotiate a mutually acceptable amendment to this Agreement addressing the Change in Law within thirty (30) days of a party's notice of the Change in Law, by either party upon thirty (30) days prior written notice to the other party.

SECTION 7 - MISCELLANEOUS

7.1 **Notices:** All notices or other communications given under this Agreement shall be in writing and shall be deemed to have delivered to a party upon personal delivery to that party or:

- (a) Twenty-four (24) hours following deposit for overnight delivery with a bonded courier holding itself out to the public as providing such services, with charges prepaid; or
- (b) Forty-eight (48) hours following deposit with the United States Postal Service, postage prepaid and in any case addressed to the party's address set forth below, or to any other address that the party provides by notice, in accordance with this Section, to the other party:

If to the District:

Waldron School District
Attn: Gary Wayman, Superintendent
1560 West 6th Street
Waldron, Arkansas 72958

If to the Guidance Center:

Western Arkansas Counseling
and Guidance Center
Attn: Dr. Jim West, CEO
1857 Rice Street
Waldron, Arkansas 72958

- 7.2 **Legal Fees and Cost:** In the event that either party elects to incur legal expenses to enforce or interpret any provision of this Agreement, each party shall be responsible for its own legal expenses, including, without limitation, reasonable attorney's fees, costs and necessary disbursements.
- 7.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas applicable to agreements made and to be performed wholly within that state, irrespective of the state's choice-of-law principles.
- 7.4 **Waivers:** Failure by either party to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any time be deemed a waiver or relinquishment of the same or any other right or power, whether or not similar. A waiver, to be effective, must be in writing and signed by the party granting the waiver.
- 7.5 **Severability:** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, policies and regulations. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, and the basis of the bargain of this Agreement is not thereby destroyed, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.
- 7.6 **Divisions and Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 7.7 **Amendment:** Except as otherwise provided herein, this Agreement may be changed, amended or modified only by written agreement or amendment signed by all parties hereto.
- 7.8 **Incorporation of Exhibits:** All Exhibits are incorporated by reference hereby and made a part of this Agreement for any and all purposes.

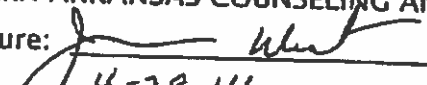
- 7.9 **Signatures/Counterparts:** This Agreement will become a valid and binding obligation upon the parties hereto upon execution of this Agreement by the parties' representatives. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 7.10 **No Excluded Provider:** Each party hereby represents and warrants to the other that it is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each party hereby agrees to immediately notify the other party as soon as it becomes aware of any threatened, proposed or actual exclusion of such party from any federally funded health care program, including without limitation, Medicare and Medicaid. In the event that any party is excluded from participation in any federally funded health care program during the Term of this Agreement, or if at any time during the Term of this Agreement, it is determined that any party is in breach of this Section, this Agreement shall automatically terminate as of the date of such exclusion or breach.
- 7.11 **Confidentiality:**
- (a) ***Patient/Client Information:*** The Guidance Center shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) and maintain the confidentiality of all patient health information and use and maintain sufficient security procedures to ensure all patient health information is protected from improper access by others. The parties agree that medical records maintained by the Guidance Center in the SBHC will not be released to the District or its personnel unless in compliance with HIPAA and its regulations.
 - (b) ***Student Information:*** The Guidance Center acknowledges that, should it come into contact with confidential information of students, the Guidance Center, both during

the Term of this Agreement and thereafter, covenants and agrees to hold such information in confidence and to exercise diligence in protecting and safeguarding such information. The Guidance Center covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit or for the benefit of others, any of said confidential information but instead will use the information only for the purposes contemplated hereunder. Further, the Guidance Center covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act (FERPA).


- 7.12 Leasing or Assigning: The Guidance Center shall not lease the Premises, or assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the District.
- 7.13 Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications and agreements, whether oral or written, between or among the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

WESTERN ARKANSAS COUNSELING AND GUIDANCE CENTER – WALDRON

Signature: 
Date: 4-28-14

WALDRON SCHOOL DISTRICT

Signature: 
Date: 5/1/2014